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March 3, 2006

The Honorable Charles Terreni
Chief Clerk of the Commission
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Petition for Arbitration of Momentum Telecom, Incorporated with
BellSouth Telecommunications, Incorporated Pursuant to the
Telecommunications Act of 1996
Docket No. 2006-54-C

Dear Mr. Terreni:

Enclosed for filing are an original and ten copies of BellSouth Telecommunications, Inc.'s Response to Petition for Arbitration of Momentum Telecom, Inc. in the above-referenced matter.

By copy of this letter, I am serving all parties of record with a copy of this response as indicated on the attached Certificate of Service.

Sincerely,

A handwritten signature in black ink that reads "Patrick W. Turner". The signature is written in a cursive, flowing style.

Patrick W. Turner

PWT/nml
Enclosure
cc: All Parties of Record
DM5 # 624091

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

In the Matter of)
Petition for Arbitration of)
Momentum Telecom, Inc.)
)
Of an Interconnection Agreement with)
BellSouth Telecommunications, Inc.)
Pursuant to Section 252(b) of the)
Communications Act of 1934, as Amended)

Docket No. 2006-54-C

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
RESPONSE TO PETITION FOR ARBITRATION OF
MOMENTUM TELECOM, INC.**

Pursuant to 47 U.S.C. § 252(b)(3), BellSouth Telecommunications, Inc. ("BellSouth"), responds to the Petition for Arbitration ("Petition") filed by Momentum Telecom, Inc. ("Momentum") on or about February 8, 2006 and says:

BACKGROUND

Sections 251 and 252 of the Telecommunications Act of 1996 ("1996 Act") encourage negotiations between parties to reach local interconnection agreements. Section 251(c)(1) of the 1996 Act requires incumbent local exchange companies to negotiate the particular terms and conditions of agreements to fulfill the duties described in Sections 251(b) and 251(c)(2)-(6).

As part of the negotiation process, the 1996 Act allows a party to petition a State commission for arbitration of unresolved issues.¹ The petition must identify the issues resulting from the negotiations that are resolved, as well as those that are unresolved.² The petitioning party must submit along with its petition "all relevant documentation concerning: (1) the

¹ 47 U.S.C. § 252(b)(2).

² See generally, 47 U.S.C. §§ 252 (b)(2)(A) and 252 (b)(4).

unresolved issues; (2) the position of each of the parties with respect to those issues; and (3) any other issues discussed and resolved by the parties.”³ A non-petitioning party to a negotiation under this section may respond to the other party’s petition and provide such additional information as it wishes within 25 days after a commission receives the petition.⁴ The 1996 Act limits a commission’s consideration of any petition (and any response thereto) to the unresolved issues set forth in the petition and in the response.⁵

Through the arbitration process, a State commission must resolve the unresolved issues ensuring that the requirements of Sections 251 and 252 of the 1996 Act are met. The obligations contained in those sections of the 1996 Act are the obligations that form the basis for negotiation, and if negotiations are unsuccessful, then they form the basis for arbitration. Issues or topics not specifically related to these areas are outside the scope of an arbitration proceeding. Once a State commission has provided guidance on the unresolved issues, the parties must incorporate those resolutions into a final agreement to be submitted to a State commission for approval.⁶

INTRODUCTION

BellSouth and Momentum previously entered into an Interconnection Agreement (“Agreement”) that expired on June 11, 2005, and the parties currently are operating under an interim agreement. Although BellSouth and Momentum negotiated in good faith as to the terms and conditions for a new Agreement, the parties have been unable to reach agreement on some issues.⁷ As a result, Momentum filed this Petition.

³ 47 U.S.C. § 252(b)(2).

⁴ 47 U.S.C. § 252(b)(3).

⁵ 47 U.S.C. § 252(b)(4).

⁶ 47 U.S.C. § 252(a).

⁷ Exhibit “A” to this Response is a redlined copy of the interconnection agreement showing language that has been agreed upon and language remaining in dispute.

Momentum's request for Commission mediation should be denied. Momentum is no longer entitled to mediation as a matter of right,⁸ and it is not clear that the Commission can properly mediate this matter in light of 2004 Act No. 175. In any event, no such mediation is necessary because BellSouth affirmatively avers that it will continue negotiations with Momentum in an attempt to resolve the remaining issues.

BellSouth responds below to each of the separately numbered paragraphs of Momentum's Petition:

I. PARTIES

BellSouth admits the allegations contained in Paragraph I of the Petition.

II. JURISDICTION

BellSouth admits the allegations contained in Paragraph II of the Petition.

⁸ Section 252(a) of the 1996 Act states that "any party negotiating an agreement under this section may, at any point in the negotiation, ask a State commission to participate in the negotiation and to mediate any differences arising in the course of the negotiation." See 47 U.S.C. §252(a)(2)(emphasis added). To the extent that such negotiations are unsuccessful, a party may then seek arbitration under section 252(b) of the Act. Clearly,

Section 252, entitled "Procedures for negotiation, arbitration, and approval of agreements," creates the procedural framework for implementing the commands of Section 251. Section 252 defines two separate courses leading to the formation of interconnection agreements – one by negotiation (including mediation) and the other by compulsory arbitration.

Bell Atlantic Maryland, Inc. v. MCI Worldcom, Inc., 240 F.3d 279, 302 (4th Cir. 2000), *vacated on other grounds sub nom. Verizon Maryland, Inc. v. Public Serv. Comm'n*, 535 U.S. 635 (2002) (emphasis added). Having elected to embark on a course of compulsory arbitration under section 252(b) of the 1996 Act, Momentum is not entitled to mediation under the negotiation provisions of section 252(a). *Accord AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366, 405 (1999)(dissenting opinion of Justice Thomas)("Specifically, Congress directed the state commissions to mediate disputes between carriers during the voluntary negotiation period, §252(a)(2), and – after the negotiations have run their course – to arbitrate any "open issues," §252(b)(1).").

III. DESIGNATED CONTACTS

The allegations contained in Paragraph III of the Petition do not require a response from BellSouth. BellSouth's designated contacts are:

Patrick W. Turner
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Columbia, SC 29201-2220
(803) 401-2900
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John T. Tyler
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(404) 335-0757
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John.Tyler@BellSouth.com

IV. ISSUES FOR ARBITRATION AND POSITIONS OF THE PARTIES

BellSouth admits the allegations contained in Paragraph IV of the Petition, with the exception that Momentum inadvertently misstated generic issue No. 10 by deleting parts (a) and (b) of that issue in the matrix that is attached to the Petition. The issue correctly reads as follows:

TRRO/FINAL RULES: What rates, terms, and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period, and (b) what are the appropriate rates, terms, and conditions during such transition period, for unbundled high capacity loops, high capacity transport, and dark fiber transport in and between wire centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?

Momentum has agreed to send corrective correspondence to the Commission. The parties have agreed to incorporate the Commission's decisions in the Generic Change of Law Proceeding

(Docket No. 2004-316-C) into this arbitration proceeding. BellSouth, therefore, avers that the Commission should order the parties to incorporate the Commission's decisions in the Generic Change of Law Proceedings into the interconnection agreement that is the subject of this arbitration proceeding. BellSouth avers that the parties' positions on issues 33-36 are as follows:⁹

ISSUE 33. What is the effective date of this agreement?

BellSouth's Position:

The agreement should become effective thirty days after execution.

Momentum's Position:

This agreement should become effective on January 27, 2006, the day following the expiration of the parties' previous negotiated agreement.¹⁰

ISSUE 34. Under what terms and conditions should the parties be allowed to back bill each other?

BellSouth's Position:

The period of back billing is limited by the applicable statute of limitations.

Momentum's Position:

Unless ordered or permitted by the Commission, charges incurred under the interconnection agreement are subject to a ninety-day billing

⁹ Exhibit B to this Response is an Issues Matrix that sets forth the Parties' positions on these issues and on the generic issues.

¹⁰ In the Petition, Momentum's position on issue 33 reads "This agreement should become effective on January 28, 2006, the day following the expiration of the parties' previous negotiated agreement." Since the filing of the Petition, however, the parties have agreed that the date Momentum intended to reference is January 27, 2006. Momentum has committed to sending the Commission correspondence memorializing that agreement.

limitations period. The Commission may order or permit back billing for a period of up to two years if the billing party demonstrates that the failure to submit a bill within ninety days was the result of circumstances beyond the control of the billing party such as the failure of the billed party or a third party to provide accurate, timely information.

ISSUE 35. Is Momentum obligated to reimburse BellSouth for payments made by BellSouth to third party carriers for terminating calls originated by Momentum?

BellSouth's Position:

BellSouth may require Momentum to reimburse BellSouth for any payments made by BellSouth to third party carriers for terminating calls originated by Momentum.

Momentum's Position:

As required by law, Momentum is obligated to pay third party carriers reciprocal compensation or access charges, as appropriate, for terminating calls originated by Momentum. Momentum is not, however, obligated to make such payments to BellSouth nor to reimburse BellSouth for payments made by BellSouth to those carriers.

ISSUE 36. Should Momentum be required to waive its right to argue that ambiguity in this agreement should be construed against the drafting party

BellSouth's Position:

Momentum has no such right because the rule of construction referenced by Momentum should not be applied to an interconnection agreement that is arbitration pursuant to Section 252 of the Act.

Momentum's Position:

Under normal rules of construction, ambiguity in a contract may be construed against the party responsible for drafting the contract. Most of the language in this agreement was drafted by BellSouth. Should a dispute arise, Momentum should be able to argue that the normal rules of construction should apply.

V. CONCLUSION

BellSouth denies that Momentum is entitled to any of the relief sought in Paragraph V of the Petition. BellSouth avers that the Commission should reject Momentum's positions on each and every one of the issues set forth in its Petition and, instead, adopt BellSouth's positions on each and every issue. Additionally, for the reasons set forth above, Momentum's request for Commission mediation should be denied.

BellSouth denies each and every allegation in the Petition that is not expressly admitted herein.

Respectfully submitted this 3rd day of March, 2006.

BELLSOUTH TELECOMMUNICATIONS, INC.



PATRICK W. TURNER
SUITE 5200
1600 WILLIAMS STREET
COLUMBIA, SC 29201
(803) 401-2900
FAX: (803) 254-1731

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) CERTIFICATE OF SERVICE

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. ("BellSouth") and that she has caused BellSouth Telecommunications, Inc.'s Response to Petition for Arbitration of Momentum Telecom, Inc. in Docket No. 2006-54-C to be served on the following this March 3, 2006:

Florence P. Belser, Esquire
Office of Regulatory Staff
Post Office Box 11263
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(U. S. Mail and Electronic Mail)

Jeffrey M. Nelson, Esquire
Office of Regulatory Staff
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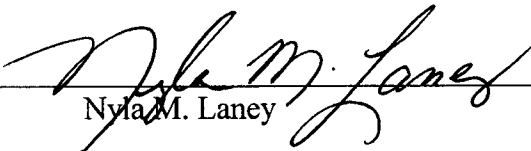
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(Momentum Telecom, Inc.)
(U. S. Mail and Electronic Mail)


Nyla M. Laney

PC Docs # 620897

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Momentum Telecom, Inc., a Delaware corporation for the states of Alabama, Florida, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, and Momentum Business Solutions, Inc., a Delaware corporation for the states of Georgia and North Carolina (collectively, Momentum), and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Momentum or both as a “Party” or “Parties.”

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Momentum is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, [MT proposes 1-6-06] Momentum wishes to enter into an interconnection agreement pursuant to [BST counterproposes 1-13-06] Sections 251 and 252 of the Act pursuant to Sections 251 and, 252 and/or 271 of the Act; Momentum wishes to continue to purchase certain services from BellSouth at the expiration of the Parties’ current ICA; and

WHEREAS, [MT proposes 1-6-06] the Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (“LNP”) pursuant to to said [BST counterproposes 1-13-06] Sections 251 and 252-252 of the Act as set forth herein; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Momentum agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

Commission is defined as the appropriate regulatory agency in each state of BellSouth’s nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

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Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

[BellSouth Version] Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and **shall be thirty (30) days after the date of the last signature executing the Agreement**. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment. Except as otherwise ordered prior to or after the Effective Date of this Agreement, or as agreed to by the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1. CLEC Certification

1.1 Momentum agrees to provide BellSouth in writing Momentum's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.

1.1.1 Momentum shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

1.2 To the extent Momentum is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Momentum may not purchase services hereunder in that state. Momentum will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and upon receipt thereof, Momentum may thereafter purchase services pursuant to this Agreement in that state. BellSouth will file this Agreement with the appropriate Commission for approval.

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- 1.3 Should Momentum's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, **[BST proposes 1-13-06]suspend or** terminate this Agreement after notice from BellSouth and a commercially reasonable opportunity to cure the termination as to the state or states in which Momentum's certification has been rescinded or terminated, and all **undisputed** **[BST ok with undisputed]** monies owed on all outstanding invoices **-for services provided [BST proposes 1-13-06]** shall become due, and BellSouth may refuse to provide services hereunder in that state or states until certification is reinstated in that state or states, provided such notification is made prior to expiration of the initial term of this Agreement.

2. Term of the Agreement

- 2.1 The initial term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of the initial term of this Agreement, they shall commence negotiations for a new agreement (Subsequent Agreement) to be effective beginning on the expiration date of this Agreement. If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.

- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. 252.

- 2.3.1 Momentum may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either (i) no arbitration proceeding has been filed in accordance with 2.3 above, or (ii) the Parties have not extended the arbitration and negotiation windows, then BellSouth may terminate this Agreement upon sixty (60) days written notice to Momentum. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Momentum pursuant to the rates, terms and conditions set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's

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standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

2.3.2

Notwithstanding Section 2.3 above, in the event that as of the expiration of the initial term of this Agreement the Parties (i) have not entered into a Subsequent Agreement, (ii) no arbitration proceeding has been filed in accordance with Section 2.2 above, (iii) the Parties have not extended the arbitration and negotiation windows, and (iv) BellSouth is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

2.4

In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of BellSouth's facilities or service, abuse of BellSouth's facilities or any other material breach of this Agreement, after prior written notice to Momentum. If Momentum cures the breach within a commercially reasonable timeframe, BellSouth will reestablish access to ordering systems, reopen processing of additional or pending applications for service, and reestablish any terminated service upon Momentum's showing that such abuse or unlawful activity has ceased. All applicable nonrecurring and recurring charges ~~shall be applicable~~ for the reestablishment of ordering systems and reopening of orders ~~shall be applied~~, if applicable. [BST proposes 1-13-06]

2.5

If, at any time during the term of this Agreement, BellSouth is unable to contact Momentum pursuant to the Notices provision hereof or any other contact information provided by Momentum under this Agreement, and there are no active services being provisioned under this Agreement, then BellSouth may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to Momentum pursuant to the Notices section hereof.

3.

Nondiscriminatory Access

When Momentum purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to others, including its End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Momentum shall be at least equal to that which BellSouth provides to itself and shall be the same for all Telecommunications carriers requesting access to that Network Element. The quality of the interconnection between the network of BellSouth and the network of Momentum shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used

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within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by Momentum.

4 Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services for Momentum, or, if applicable under this Agreement, switching, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Momentum End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Momentum End Users for the same length of time it maintains such information for its own End Users.
- 4.2 Subpoenas Directed to Momentum. Where BellSouth is providing resold services to Momentum, or, if applicable under this Agreement, switching, then Momentum agrees that in those cases where Momentum receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Momentum End Users, and where Momentum does not have the requested information, Momentum will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 4.1 above.
- 4.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

5 Liability and Indemnification

- 5.1 Momentum Liability. In the event that Momentum consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using Momentum's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of Momentum under this Agreement.
- 5.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Momentum for any act or omission of another entity providing any services to Momentum.
- 5.3** Limitation of Liability. Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or

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improperly performed. ~~Any amounts paid to Momentum pursuant to Attachment 9 hereof shall be credited against any damages otherwise payable to Momentum pursuant to this Agreement. Provided, however, nothing herein is intended to limit amounts owed pursuant to Attachment 9. [BST proposes to strike last 2 sentences, as it would be covered in the SEEMs plans/~~

- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall, except to the extent caused by the other Party's gross negligence or willful misconduct, indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 5.3.2 Neither BellSouth nor Momentum shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 5.3.3 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 5.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

- 5.4 Indemnification for Certain Claims. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 5.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 6 Intellectual Property Rights and Indemnification**
- 6.1 No License. Except as expressly set forth in Section 6.2, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party. Nothing in this Agreement shall limit or preclude either Party from engaging in truthful comparative advertising so long as the reference is truthful and factual, does not relate to the source of the underlying service and does not imply any agency relationship, partnership, endorsement, sponsorship or affiliation by or with the other.
- 6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as

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provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

6.3 Intellectual Property Remedies

6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 preceding.

6.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:

6.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

6.3.2.2 obtain a license sufficient to allow such use to continue.

6.3.2.3 In the event Section 6.3.2.1 or 6.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

6.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the

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affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

6.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

6.3.5 Dispute Resolution. Any claim arising under Section 6.1 and 6.2 shall be excluded from the dispute resolution procedures set forth in Section 8 and shall be brought in a court of competent jurisdiction.

7 Proprietary and Confidential Information

7.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Momentum, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

7.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

7.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

- 7.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

8 Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, if it elects to pursue resolution of the dispute, *shall* petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

9 Taxes

- 9.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

- 9.2.1 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 9.3.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 9.3.2 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 9.3.3 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.3.4 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.3.5 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

- 9.3.6 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 9.4.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 9.4.2 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 9.4.3 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.4.4 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.4.5 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

9.4.6 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

9.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

10 Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Momentum, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

11 Adoption of Agreements

Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to Momentum any entire interconnection agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 *Modification of Agreement*

12.11.1 If Momentum changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Momentum to notify BellSouth of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the appropriate state commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, Momentum shall provide BellSouth with any necessary supporting documentation.

12.211.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

12.311.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Momentum or BellSouth to perform any material terms of this Agreement, Momentum or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the Dispute Resolution procedure set forth in this Agreement.

1312 Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

14 Indivisibility

Subject to Section 15 (Severability), the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

15 Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to

reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8.

16 Non-Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

17 Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

18 Assignments and Transfers

18.1 Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that Momentum is entitled to provide Telecommunications Service. After BellSouth's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Momentum shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) Momentum pays all undisputed bills, past due and current, under this Agreement, or (2) Momentum's assignee expressly assumes liability for payment of such bills.

18.2 In the event that Momentum desires to transfer any services hereunder to another provider of Telecommunications Service, or Momentum desires to assume hereunder any services provisioned by BellSouth to another provider of

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Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

19 Notices

- 19.1 With the exception of billing notices, governed by Attachment 7, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

**Momentum Telecom, Inc.
Momentum Business Solutions, Inc.**

2700 Corporate Drive
Suite 200
Birmingham, AL 35242

Attn: Mr. Alan Creighton, CEO and
Mr. Rick Richardson, Vice President, Legal and Regulatory

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 19.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 19.3 Notwithstanding the above, BellSouth will post to BellSouth's Interconnection Web site changes to business processes and policies and shall post to BellSouth's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

20 [Momentum Version] Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement. *The Parties acknowledge that this Agreement is the result of negotiations. Either Party is free to argue that the rule of construction requiring interpretation against the drafting Party does or does not apply in the interpretation of this Agreement.*

[BellSouth Version] Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

21 Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

22 Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

23 Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Momentum shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Momentum.

Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Momentum is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

24 Compliance with Law

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and

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obligations as set forth herein. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

25 Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

26 Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold ~~condition~~ or delay such consent or agreement.

27. Rates

27.1 [BellSouth Version] *Momentum shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement such charges incurred under this Agreement, including back billing and billing disputes, are subject to a one (1) year limitations period. However, both Parties recognize that situations exist which may necessitate billing beyond one (1) year and to the extent not bound by the applicable limitations period. These exceptions are:*

•Charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party and such records have not been provided in a timely manner.

•Charges incorrectly billed due to erroneous information supplied by the non-billing Party

•Rates requiring true-up pursuant to Commission, FCC, or court order.

~~27.2~~ **27.2 To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such service until the Agreement is amended to include such rate.**

27.3 To the extent Momentum requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement.

28 Rate True-Up

28.1 This section applies to rates that are expressly designated as subject to true-up under this Agreement.

28.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

28.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Momentum specifically or upon all carriers generally, such as a generic cost proceeding.

29 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

30 Entire Agreement

30.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 30.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Momentum acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in

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writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

30.2 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

30.3 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, *and may be found at BellSouth's Interconnection web site at: www.interconnection.bellsouth.com.* *References to state tariffs* throughout this Agreement shall be to the tariff for the state in which the services were provisioned; provided, however, that in any state where certain BellSouth services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which BellSouth provides such services as a result of detariffing or deregulation.

Attachment 1

Resale

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RESALE

1. Discount Rates

- 1.1 The discount rates applied to Momentum purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by Momentum for the purposes of resale to Momentum's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit D to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as Momentum, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other

services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to Momentum for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.

- 3.1.1 When Momentum provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- 3.1.2 In Tennessee, if Momentum does not resell Lifeline service to any End Users, and if Momentum agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
 - 3.1.2.1 In the event Momentum resells Lifeline service to any End User in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon Momentum and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service End Users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).
 - 3.1.2.2 Momentum must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 Momentum may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 Momentum must resell services to other End Users.
 - 3.2.2 Momentum cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 Momentum will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from Momentum for said services.
- 3.4 Momentum will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of Momentum. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Momentum. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When an End User of Momentum or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and Momentum will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or Momentum to the other Party until ten (10) days following the completion of the order for service.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides resold services to Momentum, BellSouth will provide Momentum with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Momentum acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Momentum acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, Momentum shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 3.8 BellSouth will allow Momentum to designate up to 100 intermediate telephone numbers per CLLIC, for Momentum's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Momentum acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1)

where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to Momentum's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If Momentum or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, Momentum has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to Momentum remain the property of BellSouth.
- 3.15 White page directory listings for Momentum End Users will be provided in accordance with Section 8 below.
- 3.16 Service Ordering and Operations Support Systems (OSS)
 - 3.16.1 Momentum must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which Momentum may submit a Local Service Request (LSR) electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by BellSouth.
 - 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit D of this Attachment. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit D of this Attachment. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

- 3.16.3 Denial/Restoral OSS Charge. In the event Momentum provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 3.16.4 Cancellation OSS Charge. Momentum will incur an OSS charge for an accepted LSR that is later canceled.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWT"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for Momentum per the Bona Fide Request/New Business Request process as set forth in Attachment 11 of this Agreement.
- 3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.20 In the event Momentum acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Momentum that Special Assembly at the wholesale discount at Momentum's option. Momentum shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.21 BellSouth shall provide 911/E911 for Momentum customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Momentum customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Momentum customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.22 BellSouth shall bill, and Momentum shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

- 3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to Momentum, and Momentum shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to Momentum

- 4.1 Resale of BellSouth services shall be as follows:

- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

- 4.1.3 BellSouth reserves the right to periodically audit services purchased by Momentum to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Momentum shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by Momentum for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

- 4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

- 4.3 Momentum may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

- 4.4 If Momentum cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.

- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas. BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private

Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.

- 4.5.1 When Momentum assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.5.2 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to Momentum.
- 4.5.3 Momentum must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an End User account where such circumstances apply.
- 4.5.4 Specific guidelines regarding such services are available on the BellSouth Web site at <http://www.interconnection.bellsouth.com>.

5. Maintenance of Services

- 5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 Momentum or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 Momentum accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 Momentum will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, Momentum shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill Momentum for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.7 BellSouth reserves the right to contact Momentum's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, Momentum will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). Momentum is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a deposit and tax exemption certificate, if applicable.
- 6.2 Momentum shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Momentum will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for Momentum's End User.
- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from Momentum to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Momentum to such other CLEC. Upon completion of the conversion BellSouth will notify Momentum that such conversion has been completed.
- 6.4 Momentum shall have the same ability to establish a Local Service Freeze in the applicable states on its end user accounts for resold services as BellSouth does for its own end users.

7. Discontinuance of Service

- 7.1 The procedures for discontinuing service to an End User are as follows:
- 7.1.1 BellSouth will deny service to Momentum's End User on behalf of, and at the request of, Momentum. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Momentum.
- 7.1.2 At the request of Momentum, BellSouth will disconnect a Momentum End User.
- 7.1.3 All requests by Momentum for denial or disconnection of an End User for nonpayment must be in writing.
- 7.1.4 Momentum will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Momentum when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended

and held harmless by Momentum and/or the End User against any claim, loss or damage arising from providing this information to Momentum. It is the responsibility of Momentum to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8. White Pages Listings

8.1 BellSouth shall provide Momentum and its End Users access to white pages directory listings under the following terms:

8.1.2 Listings. Momentum shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Momentum residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Momentum and BellSouth End Users. Momentum shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

8.1.3 Unlisted/Non-Published End Users. Momentum will be required to provide to BellSouth the names, addresses and telephone numbers of all Momentum End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff (GSST) and shall not be subject to wholesale discount.

8.1.4 Inclusion of Momentum End Users in Directory Assistance Database. BellSouth will include and maintain Momentum End User listings in BellSouth's Directory Assistance databases. Momentum shall provide such Directory Assistance listings to BellSouth at no charge.

8.1.5 Listing Information Confidentiality. BellSouth will afford Momentum's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

8.1.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.

8.1.7 Rates. So long as Momentum provides listing information to BellSouth as set forth in Section 8.1.2 above, BellSouth shall provide to Momentum one (1) basic White Pages directory listing per Momentum End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a local service request (LSR) submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement, will

apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement.

- 8.2 Directories. BellSouth or its agent shall make available White Pages directories to Momentum End User at no charge or as specified in a separate agreement between Momentum and BellSouth's agent.
- 8.3 Procedures for submitting Momentum Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
 - 8.3.1 Momentum authorizes BellSouth to release all Momentum SLI provided to BellSouth by Momentum to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), as the same may be amended from time to time. Such Momentum SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
 - 8.3.2 No compensation shall be paid to Momentum for BellSouth's receipt of Momentum SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Momentum's SLI, or costs on an ongoing basis to administer the release of Momentum SLI, Momentum shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Momentum's SLI, Momentum will be notified. If Momentum does not wish to pay its proportionate share of these reasonable costs, Momentum may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Momentum shall amend this Agreement accordingly. Momentum will be liable for all costs incurred until the effective date of the amendment.
 - 8.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Momentum under this Agreement. Momentum shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Momentum listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to

Momentum any complaints received by BellSouth relating to the accuracy or quality of Momentum listings.

- 8.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

9. Operator Services (Operator Call Processing and Directory Assistance)

- 9.1 Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the End User has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.
- 9.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:
- 9.2.1 Process 0+ and 0- dialed local calls
 - 9.2.2 Process 0+ and 0- intraLATA toll calls.
 - 9.2.3 Process calls that are billed to Momentum End User's calling card that can be validated by BellSouth.
 - 9.2.4 Process person-to-person calls.
 - 9.2.5 Process collect calls.
 - 9.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
 - 9.2.7 Process station-to-station calls.
 - 9.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
 - 9.2.9 Process emergency call trace originated by Public Safety Answering Points.
 - 9.2.10 Process operator-assisted directory assistance calls.
 - 9.2.11 Adhere to equal access requirements, providing Momentum local End Users the same IXC access that BellSouth provides its own operator service.
 - 9.2.12 Exercise at least the same level of fraud control in providing Operator Service to Momentum that BellSouth provides for its own operator service.
 - 9.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.

- 9.2.14 Direct customer account and other similar inquiries to the customer service center designated by Momentum.
- 9.2.15 Provide call records to Momentum in accordance with ODUF standards.
- 9.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 9.3 Directory Assistance Service. Directory Assistance Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 9.3.1 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by Momentum's End User. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff and shall be subject to the wholesale discount, to one of the provided listings.
- 9.4 Directory Assistance Service Updates. BellSouth shall update End User listings changes daily. These changes include:
- 9.4.1 New End User connections
- 9.4.2 End User disconnections
- 9.4.3 End User address changes
- 9.4.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 9.4.5 Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Momentum to the BellSouth Tops. The calls are routed to "No Announcement."
- 9.5 Operator Services, to include operator processing and directory assistance will be offered by BellSouth at tariffed rates as set forth in the GSST and shall be subject to the wholesale discount.
- 10. Branding for Wholesale Operator Call Processing and Directory Assistance**
- 10.1 BellSouth's branding feature provides a definable announcement to Momentum End Users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows Momentum to have its calls custom branded with Momentum's name on whose behalf BellSouth is providing

DA and/or OCP. Rates for the branding features are set forth in Exhibit D of this Attachment.

- 10.2 BellSouth offers three branding options to Momentum when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.
- 10.3 Upon receipt of the custom branding order from Momentum, the order is considered firm after ten (10) business days. Should Momentum decide to cancel the order, Momentum must provide written notification to Momentum's Local Contract Manager. If Momentum decides to cancel after ten (10) business days from receipt of the custom branding order, Momentum shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), Momentum must contact its account team to initiate the order via the OLNS Branding Order form.
- 10.4 Branding via Originating Line Number Screening (OLNS). BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, Momentum shall not be required to purchase dedicated trunking.
- 10.5 BellSouth Branding is the default branding offering.
- 10.5.1 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, Momentum must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth's LIDB. To implement Unbranding and Custom Branding via OLNS software, Momentum must submit a manual order form which requires, among other things, Momentum's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Momentum shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Momentum's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Momentum End Users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

11. Line Information Database (LIDB)

- 11.1 The BellSouth Line Information Database (LIDB) stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.
- 11.2 Where Momentum is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from Momentum LSR's to populate LIDB with Momentum's End User information BellSouth provides access to information

in its LIDB, including Momentum End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to applicable tariffs. Information stored for Momentum, pursuant to this Agreement, shall be available to those Telecommunications Service providers.

- 11.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of Momentum data to the LIDB (e.g., calling card deactivation).
- 11.3 Responsibilities of the Parties
 - 11.3.1 BellSouth will administer the data provided by Momentum pursuant to this Agreement in the same manner as BellSouth administers its own data.
 - 11.3.2 Momentum is responsible for completeness and accuracy of the data being provided to BellSouth.
 - 11.3.3 BellSouth shall not be responsible to Momentum for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.
- 12. RAO Hosting**
 - 12.1 RAO Hosting is not required for resale in the BellSouth region.
- 13. Optional Daily Usage File (ODUF)**
 - 13.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D of this Attachment.
 - 13.2 BellSouth will provide ODUF service upon written request.
- 14. Enhanced Optional Daily Usage File (EODUF)**
 - 14.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for EODUF are as set forth in Exhibit D of this Attachment.
 - 14.2 BellSouth will provide EODUF service upon written request.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

Type of Service		AL		FL		GA		KY		LA		MS		NC		SC		TN	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions - > 90 Days(Note 2 & 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - ≤ 90 Days (Note 2 & 3)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	N11 Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Nonrecurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11	End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																			
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																		
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																		
3.	Promotions shall be available only for the term set forth in the applicable tariff.																		
4.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																		

Optional Daily Usage File

1. Upon written request from Momentum, BellSouth will provide the Optional Daily Usage File (ODUF) service to Momentum pursuant to the terms and conditions set forth in this section.
2. Momentum shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed provides Momentum messages that were carried over the BellSouth network and processed by BellSouth for Momentum.
4. Charges for ODUF will appear on Momentum's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment. Changes made to ODUF files, specifically paid by Momentum, will remain as is, unless requested in writing by Momentum.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
 - 5.1 Messages that error in the billing system of Momentum will be the responsibility of Momentum. If, however, Momentum should encounter significant volumes of errored messages that prevent processing by Momentum within its systems, BellSouth will work with Momentum to determine the source of the errors and the appropriate resolution.
6. ODUF Specifications
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to Momentum:
 - 6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - 6.1.1.2 Measured local calls
 - 6.1.1.3 Directory Assistance messages
 - 6.1.1.4 IntraLATA Toll

- 6.1.1.5 WATS and 800 Service
- 6.1.1.6 N11
- 6.1.1.7 Information Service Provider Messages
- 6.1.1.8 Operator Services Messages
- 6.1.1.9 Operator Services Message Attempted Calls
- 6.1.1.10 Credit/Cancel Records
- 6.1.1.11 Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Momentum.
- 6.1.4 In the event that Momentum detects a duplicate on ODUF they receive from BellSouth, Momentum will drop the duplicate message and will not return the duplicate to BellSouth.
- 6.2 ODUF Physical File Characteristics
 - 6.2.1 ODUF will be distributed to Momentum via CONNECT: Direct. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN. If BellSouth determines that CONNECT: Direct is nearing capacity levels, BellSouth may move Momentum to Secure File Transfer Protocol (FTP) Mailbox delivery, and the purchase of any FTP software will be the responsibility of Momentum.
 - 6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Momentum for the purpose of data transmission. Where a dedicated line is required, Momentum will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Momentum will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully on an ongoing basis will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Momentum. Additionally, all message toll charges

associated with the use of the dial circuit by Momentum will be the responsibility of Momentum. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Momentum end for the purpose of data transmission will be the responsibility of Momentum.

6.3 ODUF Packing Specifications

6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Momentum which BellSouth RAO is sending the message. BellSouth and Momentum will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Momentum and resend the data as appropriate.

6.4 ODUF Pack Rejection

6.4.1 Momentum will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Momentum will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Momentum by BellSouth.

6.5 ODUF Control Data

Momentum will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Momentum received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Momentum for reasons stated in the above section.

6.6 ODUF Testing

6.6.1 Upon request from Momentum, BellSouth shall send test files to Momentum for the ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Momentum set up a production (live) file. The live test may consist of Momentum's employees making test calls for the types of services Momentum requests on ODUF. These test calls are logged by Momentum, and the logs are provided to BellSouth. These logs will be used to verify

the files. Testing will be completed within thirty (30) calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from Momentum, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Momentum pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. Momentum shall furnish all relevant information required by BellSouth for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for EODUF will appear on Momentum's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of Momentum will be the responsibility of Momentum. If, however, Momentum should encounter significant volumes of errored messages that prevent processing by Momentum within its systems, BellSouth will work with Momentum to determine the source of the errors and the appropriate resolution.
7. EODUF Specifications.
 - 7.1 EODUF Usage To Be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to Momentum:
 - 7.1.1.1 Customer usage data for flat rated local call originating from Momentum's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 7.1.1.1.1 Date of Call
 - 7.1.1.1.2 From Number
 - 7.1.1.1.3 To Number
 - 7.1.1.1.4 Connect Time

- 7.1.1.1.5 Conversation Time
- 7.1.1.1.6 Method of Recording
- 7.1.1.1.7 From RAO
- 7.1.1.1.8 Rate Class
- 7.1.1.1.9 Message Type
- 7.1.1.1.10 Billing Indicators
- 7.1.1.1.11 Bill to Number
- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to Momentum.
- 7.1.3 In the event that Momentum detects a duplicate on EODUF they receive from BellSouth, Momentum will drop the duplicate message and will not return the duplicate to BellSouth.
- 7.2 EODUF Physical File Characteristics
 - 7.2.1 EODUF feed will be distributed to Momentum via CONNECT: Direct. The EODUF messages will be intermingled among Momentum's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. If BellSouth determines that CONNECT: Direct is nearing capacity levels, BellSouth may move Momentum to Secure File Transfer Protocol (FTP) Mailbox delivery, and the purchase of any FTP software will be the responsibility of Momentum.
 - 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Momentum for the purpose of data transmission. Where a dedicated line is required, Momentum will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Momentum will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Momentum. Additionally, all message toll charges associated with the use of the dial circuit by Momentum will be the responsibility of Momentum. Associated equipment on

the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Momentum's end for the purpose of data transmission will be the responsibility of Momentum.

7.3 EODUF Packing Specifications

7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Momentum which BellSouth RAO is sending the message. BellSouth and Momentum will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Momentum and resend the data as appropriate.

RESALE DISCOUNTS & RATES - South Carolina													Attachment: 1 Exh D							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																				
		Residence %								14.80										
		Business %								14.80										
		CSAs %								8.98										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																				
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																				
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMEc			3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMAN			19.99	0.00	19.99	0.00						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																				
		Recording of DA Custom Branded Announcement									3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per Switch per OCN									1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																				
		Loading of DA per OCN (1 OCN per Order)									420.00	420.00								
		Loading of DA per Switch per OCN									16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																				
		Recording of Custom Branded OA Announcement									7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN									500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN									1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																				
		Loading of OA per OCN (Regional)									1,200.00	1,200.00								
ODUF/EODUF SERVICES																				
OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message									0.0000216									
		ODUF: Message Processing, per message									0.004704									
		ODUF: Message Processing, per Magnetic Tape provisioned									48.87									
		ODUF: Data Transmission (CONNECT:DIRECT), per message									0.00010863									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																				
		EODUF: Message Processing, per message									0.258301									

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to <<customer_short_name>> for <<customer_short_name>>'s provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to <<customer_short_name>> (Other Services). Additionally, the provision of a particular Network Element or Other Service may require <<customer_short_name>> to purchase other Network Elements or services. *[Momentum Version] Pursuant to Section 271 (c)(2)(B), BellSouth is required to provide loops, transport and switching at just and reasonable rates, which are non-discriminatory. For purposes of this Section, pricing will be at TELRIC-based rates plus one dollar (\$1) unless and until 271 pricing is set by order of the FCC or state public service commission.* In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 *[Momentum Version]* The rates for each Network Element, Combinations and Other Services *and 271 pricing* are set forth in Exhibits A and B *and X*. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If <<customer_short_name>> purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 <<customer_short_name>> may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309.
- 1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.5 <<customer_short_name>> shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

1.5.1 [Momentum Version] To the extent Momentum accesses or uses UNE or Combination of UNEs in any manner not inconsistent with Section 1.5 of this Attachment, Momentum may also use the UNE or Combination of UNEs to provide any Telecommunications Service, information service or other service over the same UNE of Combination of UNEs, including but not limited to

provision of Mobile Wireless Service, Interexchange Service or inputs for Mobile Wireless Service or Interexchange Service.

1.5.2 BellSouth shall not deny Momentum access to a UNE or a combination of UNEs on the grounds of one or more of the following elements:

1.5.2.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained from BellSouth: or

1.5.2.2 Shares part of BellSouth's network with access services or inputs for mobile wireless services or Interexchange services.

1.6 [Momentum Version] Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to <<customer_short_name>> pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to <<customer_short_name>> pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of ~~the next billing cycle~~ *following* BellSouth's receipt of a complete and accurate Conversion request from <<customer_short_name>>. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between <<customer_short_name>> and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

1.7 [Momentum Version] Except to the extent expressly provided otherwise in this Attachment, <<customer_short_name>> may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that <<customer_short_name>> has in place any Arrangements after the Effective Date of this Agreement, BellSouth may, *upon*

30 days written disconnect such Arrangements with out notice under this Agreement to <<customer_short_name>> migrate discontinued UNEs to similar arrangements provided under available tariffs.

1.7 *[Momentum Version]* Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, <<customer_short_name>> shall undertake a reasonably diligent inquiry to determine whether <<customer_short_name>> is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, <<customer_short_name>> self-certifies that to the best of <<customer_short_name>>'s knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon <<customer_short_name>>'s self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution *within 30 days from the date of Momentum's order, and* in accordance with the General Terms and Conditions of this Agreement.

1.8 <<customer_short_name>> may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.8 *[Momentum Version]* BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has *anticipated such RNM and performs them during normal operations and has recovered* the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. *to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered* the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from <<customer_short_name>>, BellSouth shall perform the RNM.

1.11 Commingling of Services

1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that <<customer_short_name>> has obtained at wholesale from

BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities.

<<customer_short_name>> must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.11.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.
- 1.11.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.11.5 *[Momentum Version] Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.*
- 1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.
- 1.13 Ordering Guidelines and Processes
- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, <<customer_short_name>> should refer to the "Guides" section of the BellSouth Interconnection Web site, which is incorporated herein by reference, as amended from time to time. The Web site address is:
<http://www.interconnection.bellsouth.com/>.
- 1.13.2 Additional information may also be found in the individual CLEC Information Packages, which are incorporated herein by reference, as amended from time to time, located at the "CLEC UNE Products" Web site address:
<http://www.interconnection.bellsouth.com/guides/html/unes.html>.

1.13.3 The provisioning of Network Elements, Combinations and Other Services to <<customer_short_name>>'s Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with <<customer_short_name>>'s Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

1.13.4 Testing/Trouble Reporting.

1.13.4.1 <<customer_short_name>> will be responsible for testing and isolating troubles on Network Elements in accordance with Section 2.5, Maintenance and Repair, of Attachment 6.

2 Loops

2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an End User premises (Loop). Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by BellSouth. <<customer_short_name>> shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

2.1.1 The Loop does not include any packet switched features, functions or capabilities.

2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a

serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to <<customer_short_name>> on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64 kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.

2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by <<customer_short_name>>. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval

2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access, at a minimum to the *capabilities of the hybrid Loop comparable to a DS0 facility, or access to a home-run copper loop*, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

2.1.4 Transition for DS1 and DS3 Loops

2.1.4.1 For purposes of this Section 2, the Transition Period for DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

2.1.4.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.1.4.3 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

- 2.1.4.4 **[Momentum Version]** BellSouth shall make available DS1 and DS3 Loops as defined in this Section 2. Notwithstanding anything to the contrary in this Agreement, *for wire centers meeting the thresholds in Sections 2.1.4.4.1 and 2.1.4.4.2 below*, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for <<customer_short_name>>'s Embedded Base during the Transition Period:
- 2.1.4.4.1 **[Momentum Version]** DS1 Loops at any location within ~~the service area of~~ a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.4.4.2 **[Momentum Version]** DS3 Loops at any location within ~~the service area of~~ a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.4.5 **[Momentum Version]** During the Transition Period, the rates for <<customer_short_name>>'s Embedded Base of DS1 and DS3 Loops described in this Section 2.1.4 shall *according to the terms of Section 51.319 of the FCC rules, 47 C.F.R § 51.319, as in effect of the Effective Date of this Attachment be: as set forth in Exhibit B*
- 2.1.4.5.1 115% of the rate Momentum was obligated to pay for the DS1 or DS3 loop on June 15, 2004; or**
- 2.1.4.5.2 115% of the rate the Commission established between June 16, 2004 and March 11, 2005 for the DS1 or DS3 loop**
- 2.1.4.5.3 To the extent that a Commission order referenced in this section raised some rates and lowered others for UNE DS1 Loops or DS3 Loops, BellSouth must choose to apply either all or none of these rate changes and must notify Momentum within 10 days of the Effective Date of this Attachment which option BellSouth selects.**
- 2.1.4.6 **[Momentum Version]** The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base and <<customer_short_name>> shall not add new DS1 or DS3 loops *in wire centers* as described in this Section 2.1.4 pursuant to this Agreement *for as long as those wire centers remain at or above those thresholds*.
- 2.1.4.7 **[Momentum Version]** Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.4.1, no ~~future~~ DS1 Loop unbundling will be required in that wire center.
- 2.1.4.8 **[Momentum Version]** Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.4.2, no ~~future~~ DS3 Loop unbundling will be required in that wire center.

- 2.1.4.9 *[Momentum Version] To the extent Momentum does not submit timely orders to migrate the Embedded Base to alternative arrangements, BellSouth may, upon 30 days written notice to Momentum, migrate UNEs to arrangements provided under a BellSouth tariff. ~~At the end of the Transition Period any remaining Embedded Base will be disconnected.~~*
- 2.1.5 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site: <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more Loops, the installation and any applicable OC as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.6 The Loop shall be provided to <<customer_short_name>> in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are applicable with the type of Loop ordered.
- 2.1.7.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If <<customer_short_name>> wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), <<customer_short_name>> may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.
- 2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), <<customer_short_name>> shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.
- 2.1.8 Order Coordination (OC) and Order Coordination-Time Specific (OC-TS)
- 2.1.8.1 OC allows BellSouth and <<customer_short_name>> to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to <<customer_short_name>>'s facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.8.2 OC-TS allows <<customer_short_name>> to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate <<customer_short_name>>'s specific conversion time request. However, BellSouth reserves the right to negotiate with <<customer_short_name>> a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. <<customer_short_name>> may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If <<customer_short_name>> specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in BellSouth's Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.9

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, <<customer_short_name>> must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.9 CLEC to CLEC Conversions for Unbundled Loops

2.1.9.1 The CLEC to CLEC conversion process for Loops may be used by <<customer_short_name>> when converting an existing Loop from another CLEC for the same End User. The Loop type being converted must be included in <<customer_short_name>>'s Interconnection Agreement before requesting a conversion.

- 2.1.9.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same End User location from the same serving wire center, and must not require an outside dispatch to provision.
- 2.1.9.3 The Loops converted to <<customer_short_name>> pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.
- 2.1.10 Bulk Migration
- 2.1.10.1 BellSouth will make available to <<customer_short_name>> a Bulk Migration process pursuant to which <<customer_short_name>> may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, Operations Support Systems (OSS) charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.
- 2.1.10.2 Should <<customer_short_name>> request migration for two (2) or more EATNs containing fifteen (15) or more circuits, <<customer_short_name>> must use the Bulk Migration process referenced in 2.1.11.1 above.
- 2.2 Unbundled Voice Loops (UVLs)
- 2.2.1 BellSouth shall make available the following UVLs:
- 2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)
- 2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)
- 2.2.1.3 4-wire Analog Voice Grade Loop (Designed)
- 2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these

facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that <<customer_short_name>> will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1). Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by <<customer_short_name>>, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. <<customer_short_name>> may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that <<customer_short_name>> may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to <<customer_short_name>>. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow <<customer_short_name>> to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 Unbundled Digital Loops

2.3.1 BellSouth will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

- 2.3.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:
- 2.3.2.1 2-wire Unbundled ISDN Digital Loop
 - 2.3.2.2 2-wire Unbundled ADSL Compatible Loop
 - 2.3.2.3 2-wire Unbundled HDSL Compatible Loop
 - 2.3.2.4 4-wire Unbundled HDSL Compatible Loop
 - 2.3.2.5 4-wire Unbundled DS1 Digital Loop
 - 2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
 - 2.3.2.7 DS3 Loop
 - 2.3.2.8 STS-1 Loop
- 2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. <<customer_short_name>> will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-wire Unbundled DS1 Digital Loop.
- 2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, including the transition of

DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

- 2.3.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to <<customer_short_name>> at any single building in which DS1 Loops are available as unbundled Loops.
- 2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth's TR73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.3.12 <<customer_short_name>> may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.4 Unbundled Copper Loops (UCL).

2.4.1 BellSouth shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.4.2.2 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.

2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by <<customer_short_name>>.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)

2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required

to order and provision the UCL-ND. However, <<customer_short_name>> can request LMU for which additional charges would apply.

2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that <<customer_short_name>> may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.

2.4.3.6 <<customer_short_name>> may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR73600 Unbundled Local Loop Technical Specification.

2.5.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than 18,000 feet in length.

2.5.3 For any copper loop being ordered by <<customer_short_name>> which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from <<customer_short_name>>, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to <<customer_short_name>>. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two

thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

- 2.5.4 <<customer_short_name>> may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 2.5.5 Rates for ULM are as set forth in Exhibit A.
- 2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.7 If <<customer_short_name>> requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. <<customer_short_name>> will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 2.5.8 <<customer_short_name>> shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that <<customer_short_name>> desires BellSouth to condition.
- 2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for <<customer_short_name>>, <<customer_short_name>> will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by <<customer_short_name>> is available at the location for which the ULM was requested, <<customer_short_name>> will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, <<customer_short_name>> will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.6 Loop Provisioning Involving IDLC
- 2.6.1 Where <<customer_short_name>> has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, including, but not limited to, a hybrid loop pursuant to Section 2.1.3 above, BellSouth will make such alternative facilities available to <<customer_short_name>>. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will

implement one of the following alternative arrangements for <<customer_short_name>> (e.g., hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.1 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.2 If no alternate facility is available, and upon request from <<customer_short_name>>, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. <<customer_short_name>> will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 BellSouth shall permit <<customer_short_name>> to connect <<customer_short_name>>'s Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 <<customer_short_name>> may access the End User's premises wiring by any of the following means and <<customer_short_name>> shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow <<customer_short_name>> to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and

are not used by BellSouth or any other telecommunications carriers to provide service to the premises;

- 2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the End User premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.7.3.1.4 <<customer_short_name>> may request BellSouth to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be <<customer_short_name>>'s responsibility to ensure there is no safety hazard, and <<customer_short_name>> will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.7.3.3 <<customer_short_name>> shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 <<customer_short_name>> shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with <<customer_short_name>> to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.4 Technical Requirements

- 2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross-connect to <<customer_short_name>>'s NID.
- 2.7.4.3 Existing BellSouth NIDs will be operational and provided in "as is" condition. <<customer_short_name>> may request BellSouth to do additional work to the NID on a time and material basis. When <<customer_short_name>> deploys its own local loops in a multiple-line termination device, <<customer_short_name>> shall specify the quantity of NID connections that it requires within such device.
- 2.8 Subloop Elements.
- 2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 2.8.2 Unbundled Subloop Distribution (USLD)
- 2.8.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:
- USLD – Voice Grade (USLD-VG)
 - Unbundled Copper Subloop (UCSL)
 - USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))
- 2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.
- 2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.
- 2.8.2.3.1 If <<customer_short_name>> requests a UCSL and it is not available, <<customer_short_name>> may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps.

If load coils and/or excessive bridged taps are removed, the facility will be classified as a USCL.

- 2.8.2.4 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.
- 2.8.2.4.1 Upon request for USLD-INC from <<customer_short_name>>, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for <<customer_short_name>>'s use on this cross-connect panel. <<customer_short_name>> will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 2.8.2.5 For access to Voice Grade USLD and USCL, <<customer_short_name>> shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. <<customer_short_name>>'s cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.2.6 Through the SI process, BellSouth will determine whether access to USLs at the location requested by <<customer_short_name>> is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet <<customer_short_name>>'s request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site address:
<http://www.interconnection.bellsouth.com/products/html/unec.html>.
- 2.8.2.7 The site set-up must be completed before <<customer_short_name>> can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice <<customer_short_name>>'s cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.2.8 Once the site set-up is complete, <<customer_short_name>> will request Subloop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when

<<customer_short_name>> requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by <<customer_short_name>> for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

2.8.2.9 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.

2.8.3 Unbundled Network Terminating Wire (UNTW)

2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

2.8.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and <<customer_short_name>> does own or control such wiring, <<customer_short_name>> will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to <<customer_short_name>>.

2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate <<customer_short_name>> for each pair activated commensurate to the price specified in <<customer_short_name>>'s Agreement.

2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site

visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

- 2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge (NRC) equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.
- 2.8.4 Dark Fiber Loop.
- 2.8.4.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for <<customer_short_name>> to utilize Dark Fiber Loops.
- 2.8.4.2 Transition for Dark Fiber Loop
- 2.8.4.2.1 For purposes of this Section 2.8.4, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 2.8.4.2.2 For purposes of this Section 2.8.4, Embedded Base means Dark Fiber Loops that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 2.8.4.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for <<customer_short_name>> at the terms and conditions set forth in this Attachment.
- 2.8.4.4 ***[Momentum Version]*** The rates for <<customer_short_name>>'s Embedded Base of Dark Fiber Loops during the Transition Period shall, ***according to the terms of Section 51.31.319 of the FCC Rules, 47 C.F.R. § 51.319, as in effect of the Effective Date of this Attachment, be:*** ~~be as set forth in Exhibit A~~
- 2.8.4.4.1 115% of the rate Momentum was obligated to pay for the Dark Fiber Loop on June 15, 2004; or***

2.8.4.4.2 *155% of the rate the Commission established between June 16, 2004 and March 11, 2005 for the Dark Fiber Loop.*

2.8.4.4.3 *To the extent that a Commission order referenced in this section raised some rate and lowered others for UNE Dark Fiber Loop, BellSouth must choose to apply either all or none of these rate changes and must notify Momentum within 10 days of the Effective Date of this Attachment which option BellSouth selects.*

2.8.4.5 The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base and <<customer_short_name>> shall not add new Dark Fiber Loops pursuant to this Agreement.

2.8.4.6 [*Momentum Version*] Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement. *To the extent Momentum does not submit timely orders to migrate the Embedded Base to alternative arrangements, BellSouth may, upon 30 days written notice to Momentum, migrate UNEs to arrangements provided under a BellSouth tariff. and any remaining Embedded Base will be disconnected.*

2.9 Loop Makeup

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to <<customer_short_name>> LMU information with respect to Loops that are required to be unbundled under this Agreement so that <<customer_short_name>> can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment <<customer_short_name>> intends to install and the services <<customer_short_name>> wishes to provide. LMU is a preordering transaction, distinct from <<customer_short_name>> ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.9.1.2 BellSouth will provide <<customer_short_name>> LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.

2.9.1.3 BellSouth's LMU information is provided to <<customer_short_name>> as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

- 2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.5 <<customer_short_name>> may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by <<customer_short_name>> and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee <<customer_short_name>>'s ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.6, copper-only Loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain on copper facilities until the Loop is disconnected by <<customer_short_name>> or the End User, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. <<customer_short_name>> is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.
- 2.9.1.6 *If BellSouth retires its copper facilities using 47 C.F.R § 52.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify <<customer_short_name>>, according to the applicable network disclosure requirements. It will be <<customer_short_name>>'s responsibility to move any service it may provide over such facilities to alternative facilities. If <<customer_short_name>> fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.*
- 2.9.2 Submitting LMUSI
- 2.9.2.1 <<customer_short_name>> may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package,

incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the “CLEC UNE Product” Web site address: www.interconnection.bellsouth.com/guides/html/unec.html. After obtaining the Loop information from the mechanized LMU process, if <<customer_short_name>> needs further Loop information in order to determine Loop service capability, <<customer_short_name>> may initiate a separate Manual SI for a separate NRC as set forth in Exhibit A.

- 2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. <<customer_short_name>> will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, <<customer_short_name>> does not reserve facilities upon an initial LMUSI, <<customer_short_name>>'s placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.
- 2.9.2.3 Where <<customer_short_name>> has reserved multiple Loop facilities on a single reservation, <<customer_short_name>> may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to <<customer_short_name>>, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by <<customer_short_name>>.
- 2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

3 Line Splitting

3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) *cooperate* to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

- 3.1 Line Splitting – UNE-L. In the event <<customer_short_name>> provides its own switching or obtains switching from a third party, <<customer_short_name>> may engage in line splitting arrangements with another CLEC using a splitter, provided by <<customer_short_name>>, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.2 Line Splitting –Loop and UNE Port (UNE-P).
- 3.2.1 To the extent <<customer_short_name>> is purchasing UNE-P pursuant to this Agreement, BellSouth will permit <<customer_short_name>> to replace UNE-P with Line Splitting. The UNE-P arrangement will be converted to a stand-alone

Loop, a Network Element switch port, two collocation cross-connects and the high frequency spectrum line activation. The resulting arrangement shall continue to be included in <<customer_short_name>>'s Embedded Base as described in Section 5.4.3.2.

3.2.2 <<customer_short_name>> shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if <<customer_short_name>> will not provide voice and data services.

3.2.3 Line Splitting arrangements in service pursuant to this Section 3.3 must be disconnected or provisioned pursuant to Section 3.2 on or before March 10, 2006.

3.3 Provisioning Line Splitting and Splitter Space

3.3.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When <<customer_short_name>> or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.

3.3.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

3.3.3 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service.

3.4 CLEC Provided Splitter – Line Splitting

3.4.1 To order High Frequency Spectrum on a particular Loop, <<customer_short_name>> must have a DSLAM collocated in the central office that serves the End User of such Loop.

3.4.2 <<customer_short_name>> must provide its own splitters in a central office and have installed its DSLAM in that central office.

3.4.3 <<customer_short_name>> may purchase, install and maintain central office POTS splitters in its collocation arrangements. <<customer_short_name>> may

use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

- 3.4.4 Any splitters installed by <<customer_short_name>> in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. <<customer_short_name>> may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.5 Maintenance – Line Splitting.

- 3.5.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

- 3.5.2 <<customer_short_name>> shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4 Local Switching

- 4.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 4 are limited to DS0 level Local Switching and BellSouth is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 4.2.

4.2 Transition for Local Switching

- 4.2.1 For purposes of this Section 4, the Transition Period for Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

- 4.2.2 For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

- 4.2.3 *[Momentum Version] Momentum shall migrate its embedded base of UNE-P end-user customers to an alternative arrangement within 12 months of the effective date of the Triennial Review Remand Order. Alternative arrangements include: 1) local switching at just and reasonable rates as set forth in Exhibit X; 2) resale; 3) commercial agreement; or 4) migration to an*

*unbundled loop. BellSouth shall work cooperatively with Momentum and in good faith to migrate the embedded base of customers to an alternative arrangement. **BellSouth will not make negative statements to the embedded base of customers or engage in inappropriate winback activities during the transition period.***

4.2.34.2.4 *[Momentum Version]* During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with Local Switching, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base and <<customer_short_name>> shall not place ~~new~~ orders **to add new customers** for Local Switching pursuant to this Agreement.

4.2.44.2.5 The rates for <<customer_short_name>>'s Embedded Base of Local Switching during the Transition Period shall be as set forth in Exhibit A.

4.2.54.2.6 *[Momentum Version]* Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement. ***To the extent Momentum does not submit timely orders to migrate the Embedded Base to alternative arrangements, BellSouth may, upon 30 days written notice to Momentum, migrate UNEs to arrangements provided under a BellSouth tariff, and any remaining Embedded Base will be disconnected.***

4.3 Local Switching Capability, including Tandem Switching Capability

4.3.1 Local Switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local Switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions.

4.3.2 Unbundled local switching consists of three separate components: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.3.3 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to <<customer_short_name>>'s End User local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.3.4 Provided that <<customer_short_name>> has **obtained** unbundled Local Switching from BellSouth and uses the BellSouth Carrier Identification Code

(CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a <<customer_short_name>> local End User, or originated by a BellSouth local End User and terminated to a <<customer_short_name>> local End User, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge <<customer_short_name>> the Network Elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and <<customer_short_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's Web site: <http://interconnection.bellsouth.com/products/docs/FLOWSPPT.pdf>.

- 4.3.5 Where <<customer_short_name>> has *obtained* unbundled Local Switching from BellSouth but does not use the BellSouth CIC for its End Users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a <<customer_short_name>> End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs (GSST). For such local calls, BellSouth will charge <<customer_short_name>> the Network Elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and <<customer_short_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.
- 4.3.6 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill <<customer_short_name>> the Network Elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges as appropriate.
- 4.3.7 Unbundled Ports may or may not include individual features. Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.
- 4.3.8 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR Process as set forth in Attachment 11.
- 4.3.9 BellSouth will provide to <<customer_short_name>> selective routing of calls to a requested Operator System platform pursuant to this Agreement. Any other routing requests by <<customer_short_name>> will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

- 4.3.10 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 4.3.11 BellSouth shall control congestion points such as those caused by radio station call-ins and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 4.3.12 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 4.3.13 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to <<customer_short_name>> all Advanced Intelligent Network (AIN) triggers in connection with its Service Creation Environment and Service Management System (SCE/SMS) offering.
- 4.3.14 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by <<customer_short_name>>.
- 4.3.15 BellSouth shall provide the following Local Switching interfaces:
- 4.3.15.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 4.3.15.2 Coin phone signaling;
- 4.3.15.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;
- 4.3.15.4 2-wire analog interface to PBX;
- 4.3.15.5 4-wire analog interface to PBX; and
- 4.3.15.6 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 4.3.16 <<customer_short_name>> shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 ALI Database.

4.3.17 <<customer_short_name>> will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the <<customer_short_name>>'s End Users.

4.4 Common (Shared) Transport.

4.4.1 Common (Shared) Transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

4.4.2 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to <<customer_short_name>>.

4.4.3 Technical Requirements of Common (Shared) Transport

4.4.3.1 Common (Shared) Transport provided on DS1, DS3, and STS-1 circuits shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (CO to CO) connections in the applicable industry standards.

4.4.3.2 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

4.4.3.3 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

4.5 Tandem Switching

4.5.1 The Tandem Switching capability Network Element is defined as:
(i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross-connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.5.2 Where <<customer_short_name>> utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized.

Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Local Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.5.3 Technical Requirements

- 4.5.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. The requirements for Tandem Switching include but are not limited to the following:
 - 4.5.3.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 4.5.3.1.2 Tandem Switching will provide screening as jointly agreed to by <<customer_short_name>> and BellSouth;
 - 4.5.3.1.3 Where applicable, Tandem Switching shall provide AIN triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
 - 4.5.3.1.4 Where applicable, Tandem Switching shall provide access to Toll Free number database;
 - 4.5.3.1.5 Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s where 911 solutions are deployed and the tandem is used for 911; and
 - 4.5.3.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.
- 4.5.3.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to <<customer_short_name>>.

- 4.5.3.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4.5.3.4 Tandem Switching shall process originating toll free traffic received from <<customer_short_name>>'s local switch.
- 4.5.3.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element to the extent such Tandem Switch has such capability.
- 4.5.4 Upon <<customer_short_name>>'s purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for <<customer_short_name>>'s traffic overflowing from direct end office high usage trunk groups.
- 4.6 Remote Call Forwarding (URCF)
- 4.6.1 As an option, BellSouth shall make available to <<customer_short_name>> an unbundled port with Remote Call Forwarding capability. URCF service combines the functionality of unbundled Local Switching, Tandem Switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. <<customer_short_name>> must ensure that the following conditions are satisfied:
- 4.6.1.1 the End User of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such End User is different from the URCF service End User);
- 4.6.1.2 the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;
- 4.6.1.3 the URCF service will not be utilized to forward calls to another URCF or similar service; and
- 4.6.1.4 the forward-to number (service) is not a public safety number (e.g., 911, fire or police number).
- 4.6.2 In addition to the charge for the URCF service port, BellSouth shall charge <<customer_short_name>> the rates set forth in Exhibit A for unbundled Local Switching, Tandem Switching, and Common Transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).

- 4.7 AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers
- 4.7.1 Where BellSouth provides Local Switching to <<customer_short_name>>, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of <<customer_short_name>>. AIN SCR will provide <<customer_short_name>> with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 4.7.2 <<customer_short_name>> shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per central office per state basis.
- 4.7.3 AIN SCR is not available in DMS 10 switches.
- 4.7.4 Where AIN SCR is utilized by <<customer_short_name>>, the routing of <<customer_short_name>>'s End User calls shall be pursuant to information provided by <<customer_short_name>> and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN SCR is established.
- 4.7.5 Upon ordering AIN SCR Regional Service, <<customer_short_name>> shall remit to BellSouth the nonrecurring Regional Service Order charge set forth in Exhibit A. There shall be a nonrecurring End Office Establishment Charge as set forth in Exhibit A, per office, due at the addition of each central office where AIN SCR will be utilized. For each <<customer_short_name>> End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A. <<customer_short_name>> shall pay the AIN SCR Per Query Charge set forth in Exhibit A.
- 4.7.6 This nonrecurring Regional Service Order charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional SCR Order Request-Form A, Central Office AIN SCR Order Request - Form B, AIN SCR Central Office Identification Form - Form C, AIN SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has thirty (30) days to respond to <<customer_short_name>>'s fully completed firm order as a Regional Service Order. With the delivery of this firm order response to <<customer_short_name>>, BellSouth considers that the delivery schedule of this service commences. The remaining half of the nonrecurring Regional Service Order payment must be paid when at least ninety percent (90%) of the Central Offices listed on the original order have been turned up for the service.

- 4.7.7 The nonrecurring End Office Establishment charge will be billed to <<customer_short_name>> following BellSouth's normal monthly billing cycle for this type of order.
- 4.7.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The nonrecurring End Office Establishment charges will be billed to <<customer_short_name>> following BellSouth's normal monthly billing cycle for this type of order.
- 4.7.9 Additionally, the AIN SCR Per Query Charge will be billed to <<customer_short_name>> following the normal billing cycle for per query charges.
- 4.7.10 All other network components needed, (i.e., unbundled switching, unbundled local transport, etc.) will be billed per contracted rates.
- 4.8 Selective Call Routing Using Line Class Codes (SCR-LCC)
- 4.8.1 Where <<customer_short_name>> has purchased unbundled Local Switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route <<customer_short_name>>'s End User calls to that provider through Selective Call Routing.
- 4.8.2 SCR-LCC provides the capability for <<customer_short_name>> to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if capacity is available in the requested BellSouth end office switches.
- 4.8.3 Custom Branding for Directory Assistance (DA) is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 4.8.4 Where available, <<customer_short_name>> specific and unique LCCs are programmed in each BellSouth end office switch where <<customer_short_name>> intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify <<customer_short_name>>'s End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and <<customer_short_name>> intends to provide <<customer_short_name>> - branded OCP/DA to its End Users in these multiple rate areas.

- 4.8.5 SCR-LCC supporting Custom Branding and Self Branding require <<customer_short_name>> to order dedicated trunking from each BellSouth end office identified by <<customer_short_name>>, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the <<customer_short_name>> Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth's FCC No. 1 Tariff.
- 4.8.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by <<customer_short_name>> to the BellSouth TOPS.
- 4.8.7 The Rates for SCR-LCC are as set forth in Exhibit A. There is a NRC for the establishment of each LCC in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are not already combined by BellSouth in the location requested by <<customer_short_name>> but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are *not* elements that BellSouth combines for its use in its network.

- 5.1.1 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth's network.

5.1.2 To the extent <<customer_short_name>> requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

5.2 Rates

5.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

5.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

5.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of <<customer_short_name>>.

5.3 Enhanced Extended Links (EELs)

5.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide <<customer_short_name>> with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

5.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).

5.3.3 By placing an order for a high-capacity EEL, <<customer_short_name>> thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-

capacity commingled EEL as a UNE. BellSouth shall have the right to audit <<customer_short_name>>'s high-capacity EELs as specified below.

5.3.4 Service Eligibility Criteria

5.3.4.1 High capacity EELs must comply with the following service eligibility requirements. <<customer_short_name>> must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

5.3.4.1.1 <<customer_short_name>> has received state certification to provide local voice service in the area being served;

5.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

5.3.4.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;

5.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

5.3.4.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;

5.3.4.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);

5.3.4.2.4 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;

5.3.4.2.5 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, <<customer_short_name>> will have at least one (1) active DS1 local service interconnection trunk over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk; and

5.3.4.2.6 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

5.3.4.3 BellSouth may, on an annual basis, audit <<customer_short_name>>'s records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the

independent auditor's report concludes that <<customer_short_name>> failed to comply with the service eligibility criteria, <<customer_short_name>> must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that <<customer_short_name>> did not comply overall in any material respect with the service eligibility criteria, <<customer_short_name>> shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that <<customer_short_name>> did comply in all material respects with the service eligibility criteria, BellSouth will reimburse <<customer_short_name>> for its reasonable and demonstrable costs associated with the audit. <<customer_short_name>> will maintain appropriate documentation to support its certifications.

5.3.4.4 In the event <<customer_short_name>> converts special access services to UNEs, <<customer_short_name>> shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.4 UNE-P

5.4.1 DS0 Local Switching, as defined in Section 4, in combination with a Loop and Common (Shared) Transport as defined in Section 4.3.9 (UNE-P) provides local exchange service for the origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

5.4.2 Notwithstanding anything to the contrary in this Agreement, BellSouth is not required to provide UNE-P pursuant to this Agreement except as set forth in this Section 5.4.

5.4.3 Transition Period for UNE-P

5.4.3.1 For purposes of this Section 5.4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.4.3.2 For the purposes of this Section 5.4, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction therewith that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

5.4.3.3 *[Momentum Version] Momentum shall migrate its embedded base of UNE-P end-user customers to an alternative arrangement within 12 months of the effective date of the Triennial Review Remand Order. Alternative arrangements include: 9) local switching at just and reasonable rate as set forth*

in Exhibit X; 2) resale; 3) commercial agreement; or 4) migration to an unbundled loop. BellSouth shall work cooperatively with Momentum and in good faith to migrate the embedded based of customers to an alternative arrangement. BellSouth will not make negative statements to the embedded based of customers or engage in inappropriate winback activities during the transition period.

5.4.3.35.4.3.4 *[Momentum Version]* During the Transition Period only, BellSouth shall make UNE-P available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with UNE-P, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base and <<customer_short_name>> shall not place ~~new~~ orders *to add new customers* for UNE-P pursuant to this Agreement.

5.4.3.5 *BellSouth shall provide UNE-P under this Section according to the terms of Section 51.319 of the FCC rules, 47 C.F.R. §51.319, as in effect of the Effective Date of this Attachment, at a rate not to exceed the higher of:*

5.4.3.5.1 *The rate Momentum was obligated to pay for UNE-P on June 15, 2004 plus one (1) dollar: or*

5.4.3.5.2 *The rate the Commission established between June 16, 2004 and March 11, 2005 for UNE-P plus one (1) dollar.*

5.4.3.55.4.3.6 *[Momentum Version]* Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement. *To the extent Momentum does not submit timely orders to migrate the Embedded Base to alternative arrangements, BellSouth may, upon 30 days written notice to Momentum, migrate UNE-P to arrangements provided under a BellSouth tariff, and any remaining Embedded Base will be disconnected.*

5.4.4 BellSouth shall make 911 updates in the BellSouth 911 database for <<customer_short_name>>'s UNE-P. BellSouth will not bill <<customer_short_name>> for 911 surcharges. <<customer_short_name>> is responsible for paying all 911 surcharges to the applicable governmental agency.

5.5 Intercarrier Compensation

5.5.1 Intercarrier compensation for seven (7) or ten (10) digit dialed calls originated by <<customer_short_name>> utilizing Local Switching shall apply as follows:

5.5.2 For calls terminating to a BellSouth End User or to an End User served by BellSouth resold services, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3.1 ***[Momentum Version]*** For calls terminating to third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, <<customer_short_name>> is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. ***If*** such third party carrier bills BellSouth for terminating such calls, BellSouth ***shall forward such bills to Momentum and is not responsible for payment of charges incurred by Momentum.***

[BellSouth version] For calls terminating to third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, <<customer_short_name>> is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. ***If <<customer_short_name>> does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by <<customer_short_name>>, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:***

5.5.3.1.1 ***pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to <<customer_short_name>> for each such call; or***

5.5.3.1.2 ***pay such charges as billed by the third party carrier and <<customer_short_name>> will reimburse the full amount of such charges within thirty (30) days of BellSouth's request for reimbursement.***

5.5.3.2 Intercarrier compensation for seven (7) or ten (10) digit dialed calls terminating to <<customer_short_name>> utilizing Local Switching shall apply as follows:

5.5.3.2.1 For calls originated by a BellSouth End User or by an End User served by resold BellSouth services, BellSouth shall not charge <<customer_short_name>> for End Office Switching at the terminating end office for use of the network

component; therefore, <<customer_short_name>> shall not charge BellSouth intercarrier compensation or any other charges for termination of such calls.

5.5.3.2.2 For calls originated by a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall not charge <<customer_short_name>> for End Office Switching at the terminating end office for use of the network component; therefore, <<customer_short_name>> shall not charge the originating CLEC or BellSouth intercarrier compensation or any other charges for termination of such calls.

5.5.3.2.3 **[Momentum Version]** For calls originated by third party carriers, such as CLECs, wireless carriers and independent companies,utilizing their own switches to serve their End Users, <<customer_short_name>> is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. <<customer_short_name>> may bill the third parties according to such agreements and shall not bill BellSouth for the exchange of traffic through BellSouth's network. ***BellSouth shall not receive compensation from third party carriers due Momentum.***

[BellSouth Version] For calls originated by third party carriers, such as CLECs, wireless carriers and independent companies,utilizing their own switches to serve their End Users, <<customer_short_name>> is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. <<customer_short_name>> may bill the third parties according to such agreements and shall not bill BellSouth for the exchange of traffic through BellSouth's network.

5.5.3.3 **[Momentum Version]** Intercarrier compensation shall apply as follows for intralata 1+ dialed calls originated by <<customer_short_name>> utilizing Local Switching where <<customer_short_name>> uses BellSouth's **5124** CIC for its End User's LPIC:

[BellSouth Version] Intercarrier compensation shall apply as follows for intralata 1+ dialed calls originated by <<customer_short_name>> utilizing Local Switching where <<customer_short_name>> uses BellSouth's 5124 CIC for its End User's LPIC:

5.5.3.3.1 For calls terminating to a BellSouth End User or to an End User served by BellSouth resold services, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office.

5.5.3.3.2 **[Momentum Version]** For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching at the terminating end office. In the event that BellSouth is charged termination charges by the CLEC, BellSouth ***shall forward such bills to Momentum and is not responsible for payment of charges incurred by Momentum.***

[BellSouth Version] For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching at the terminating end office. In the event that BellSouth is charged termination charges by the CLEC, BellSouth **may pay such charges and <<customer_short_name>> will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.**

5.5.3.3.3**5.5.3.3.3****[Momentum Version]** For calls terminating to third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, <<customer_short_name>> is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. ***If such third party carrier bills BellSouth for terminating such calls, then BellSouth shall forward such bills to Momentum and is not responsible for payment of charges incurred by Momentum.***

5.5.3.3.3**5.5.3.3.4****[BellSouth Version]** For calls terminating to third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, <<customer_short_name>> is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. ***If <<customer_short_name>> does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by <<customer_short_name>>, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:***

5.5.3.3.5 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to <<customer_short_name>> for each such call; or

~~5.5.3.3.3.25.5.3.3.5.1~~ *pay such charges as billed by the third party carrier and <<customer_short_name>> will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.*

- 5.5.3.4 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls terminating to <<customer_short_name>> utilizing Local Switching where the originating carrier uses BellSouth's CIC for its End User's LPIC:
- 5.5.3.4.1 For calls originated by a BellSouth End User or by an End User served by BellSouth resold service, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office for use of the End Office Switching network component in terminating such calls. <<customer_short_name>> may charge BellSouth for intercarrier compensation at the End Office Switching as set forth in Exhibit A in this Agreement for such calls. <<customer_short_name>> shall not charge originating or terminating switched access rates to BellSouth for termination of such calls.
- 5.5.3.5 For calls originated by or terminating to interexchange carriers through a switched access arrangement, <<customer_short_name>> may bill the interexchange carrier in accordance with <<customer_short_name>>'s tariff and will not bill BellSouth any charges for such call. <<customer_short_name>> shall pay BellSouth applicable charges for the use of BellSouth's network in accordance with the rates set forth in Exhibit A for originating and terminating such calls.

6 Dedicated Transport and Dark Fiber Transport

- 6.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by <<customer_short_name>>. Including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to <<customer_short_name>>. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 6.2 below, BellSouth shall not be required to provide to <<customer_short_name>> unbundled access to Dedicated Transport that does not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").
- 6.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

- 6.2.1 For purposes of this Section 6.2, the Transition Period for DS1 and DS3 Dedicated Transport including all DS1 and DS3 Entrance Facilities is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport including DS1 and DS3 Entrance Facilities that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 6.2.3 For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 6.2.4 BellSouth shall make available Dedicated Transport as defined in this Section 6. Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 6.2 only for <<customer_short_name>>'s Embedded Base during the Transition Period:
- 6.2.4.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 Business Lines or four (4) or more fiber-based collocators.
- 6.2.4.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.
- 6.2.4.3 During the Transition Period, the rates for <<customer_short_name>>'s Embedded Base of DS1 and DS3 Dedicated Transport as described in this Section 6.2 shall be as set forth in Exhibit B and the rates for <<customer_short_name>>'s Embedded Base of DS1 and DS3 Entrance Facilities as described in this Section 6.2 shall be as set forth in Exhibit A.
- 6.2.4.4 The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base and <<customer_short_name>> shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2, or DS1 or DS3 Entrance Facilities, pursuant to this Agreement.
- 6.2.4.5 Once a wire center exceeds either of the thresholds set forth in this Section 6.2.4.1, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 6.2.4.6 Once a wire center exceeds either of the thresholds set forth in Section 6.2.4.2, no future DS3 Dedicated Transport will be required in that wire center.
- 6.2.4.7 At the end of the Transition Period any remaining Embedded Base will be disconnected.
- 6.3 BellSouth shall:

- 6.3.1 Provide <<customer_short_name>> exclusive use of Dedicated Transport to a particular customer or carrier;
- 6.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
- 6.3.3 Permit, to the extent technically feasible, <<customer_short_name>> to connect Dedicated Transport to equipment designated by <<customer_short_name>>, including but not limited to, <<customer_short_name>>'s collocated facilities; and
- 6.3.4 Permit, to the extent technically feasible, <<customer_short_name>> to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 6.4 BellSouth shall offer Dedicated Transport:
- 6.4.1 As capacity on a shared facility; and
- 6.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to <<customer_short_name>>.
- 6.5 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 6.6 <<customer_short_name>> may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 6.7 Technical Requirements
- 6.7.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
- 6.7.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

- 6.7.2.1 DS0 Equivalent;
- 6.7.2.2 DS1;
- 6.7.2.3 DS3; and
- 6.7.2.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.7.3 BellSouth shall design Dedicated Transport according to its network infrastructure. <<customer_short_name>> shall specify the termination points for Dedicated Transport.
- 6.7.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;
 - 6.7.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.7.4.2 BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.7.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.8 Unbundled Channelization (Multiplexing)
 - 6.8.1 To the extent <<customer_short_name>> is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, <<customer_short_name>> may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.
 - 6.8.2 BellSouth shall make available the following channelization systems and interfaces:

- 6.8.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.
- 6.8.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 6.8.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 6.8.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, <<customer_short_name>>'s channelization equipment must adhere strictly to form and protocol standards. <<customer_short_name>> must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
- 6.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.9.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 6.9.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
- 6.9.1.1 For purposes of this Section 6.9, the Transition Period for Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 6.9.1.2 For purposes of this Section 6.9, Embedded Base means Dark Fiber Transport that was in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 6.9.1.3 For purposes of this Section 6.9, a Business Line is as defined in 47 C.F.R. § 51.5.
- 6.9.1.4 BellSouth shall make available Dark Fiber Transport as defined in this Section 6.9.1. Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 6.9 only for <<customer_short_name>>'s Embedded Base during the Transition Period:
- 6.9.1.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.

- 6.9.1.5 During the Transition Period, the rates for <<customer_short_name>>'s Embedded Base of Dark Fiber Transport as described in Section 6.9.1.1 shall be as set forth in Exhibit B and the rates for <<customer_short_name>>'s Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 6.9.1 shall be as set forth in Exhibit A.
- 6.9.1.6 The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base and <<customer_short_name>> shall not add new Dark Fiber Transport as described in this Section 6.9 pursuant to this Agreement.
- 6.9.1.7 Once a wire center exceeds either of the thresholds set forth in this Section 6.9.1.4.1, no future Dark Fiber Transport unbundling will be required in that wire center.
- 6.9.1.8 At the end of the Transition Period any remaining Embedded Base will be disconnected.
- 6.10 Rearrangements
- 6.10.1 A request to move a working <<customer_short_name>> CFA to another <<customer_short_name>> CFA, where both CFAs terminate in the same BellSouth Central Office ("Change in CFA"), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A.
- 6.10.2 Requests to re-terminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
- 6.10.3 Upon request of <<customer_short_name>>, BellSouth shall project manage the Change in CFA or re-termination of a facility as described in Sections 6.10.1 and 6.10.2 above and <<customer_short_name>> may request OC-TS for such orders.
- 6.10.4 BellSouth shall accept a Letter of Authorization (LOA) between <<customer_short_name>> and another carrier that will allow <<customer_short_name>> to connect a facility, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.
- 7 Call Related Databases and Signaling**
- 7.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunications Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information

Database (LIDB), Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to <<customer_short_name>> pursuant to this Agreement.

7.2 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service

7.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At <<customer_short_name>>'s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by <<customer_short_name>>.

7.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

7.3 LIDB

7.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, <<customer_short_name>> must purchase appropriate signaling links pursuant to Section 7.3 of this Attachment. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

7.3.2 Technical Requirements

7.3.2.1 BellSouth will offer to <<customer_short_name>> any additional capabilities that are developed for LIDB during the life of this Agreement.

7.3.2.2 BellSouth shall process <<customer_short_name>>'s customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB

functions. BellSouth shall indicate to <<customer_short_name>> what additional functions (if any) are performed by LIDB in the BellSouth network.

- 7.3.2.3 Within two (2) weeks after a request by <<customer_short_name>>, BellSouth shall provide <<customer_short_name>> with a list of the customer data items, which <<customer_short_name>> would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 7.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.
- 7.3.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.
- 7.3.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.
- 7.3.2.7 All additions, updates and deletions of <<customer_short_name>> data to the LIDB shall be solely at the direction of <<customer_short_name>>. Such direction from <<customer_short_name>> will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 7.3.2.8 BellSouth shall provide priority updates to LIDB for <<customer_short_name>> data upon <<customer_short_name>>'s request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 7.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of <<customer_short_name>> customer records will be missing from LIDB, as measured by <<customer_short_name>> audits. BellSouth will audit <<customer_short_name>> records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated <<customer_short_name>> contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to <<customer_short_name>> within one (1) business day of audit. Once reconciled records are received back from <<customer_short_name>>, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00 p.m. Central Time. If more than 500 records are received, BellSouth will contact <<customer_short_name>> to negotiate a time frame for the updates, not to exceed three (3) business days.

- 7.3.2.10 BellSouth shall perform backup and recovery of all of <<customer_short_name>>'s data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 7.3.2.11 BellSouth shall provide <<customer_short_name>> with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between <<customer_short_name>> and BellSouth.
- 7.3.2.12 BellSouth shall prevent any access to or use of <<customer_short_name>> data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by <<customer_short_name>> in writing.
- 7.3.2.13 BellSouth shall provide <<customer_short_name>> performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by <<customer_short_name>> at least at parity with BellSouth Customer Data. BellSouth shall obtain from <<customer_short_name>> the screening information associated with LIDB Data Screening of <<customer_short_name>> data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to <<customer_short_name>> under the BFR/NBR Process as set forth in Attachment 11.
- 7.3.2.14 BellSouth shall accept queries to LIDB associated with <<customer_short_name>> customer records and shall return responses in accordance with industry standards.
- 7.3.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 7.3.2.16 BellSouth shall provide processing time at the LIDB within 1 second for ninety-nine percent (99%) of all messages under normal conditions as defined in industry standards.
- 7.3.3 Interface Requirements
- 7.3.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

- 7.3.3.2 The interface to LIDB shall be in accordance with the technical references contained within.
- 7.3.3.3 The CCS interface to LIDB shall be the standard interface described herein.
- 7.3.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 7.3.3.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. <<customer_short_name>> shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. <<customer_short_name>> shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.
- 7.4 Signaling. BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.
- 7.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between <<customer_short_name>> designated SPOI that provide appropriate physical diversity.
- 7.4.1.1 Technical Requirements
- 7.4.1.1.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
- 7.4.1.1.1.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home STP switch pair; and
- 7.4.1.1.1.2 As a "B-link" Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).

- 7.4.1.2 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:
- 7.4.1.2.1 An A-link layer shall consist of two (2) links; and
- 7.4.1.2.2 A B-link layer shall consist of four (4) links.
- 7.4.1.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 7.4.1.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- 7.4.1.3.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).
- 7.4.2 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at <<customer_short_name>>'s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 7.4.3 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 7.4.3.1 Technical Requirements
- 7.4.3.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.
- 7.4.3.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 7.4.3.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a <<customer_short_name>> local switch and third party

local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between <<customer_short_name>> local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

- 7.4.3.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a <<customer_short_name>> or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a <<customer_short_name>> database, then <<customer_short_name>> agrees to provide BellSouth with the Destination Point Code for <<customer_short_name>> database.
- 7.4.3.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- 7.4.3.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a <<customer_short_name>> or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.
- 7.4.4 SS7
- 7.4.4.1 When technically feasible and upon request by <<customer_short_name>>, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with <<customer_short_name>>'s SS7 network to exchange TCAP queries and responses with a <<customer_short_name>> SCP.

7.4.4.2 SS7 AIN Access shall provide <<customer_short_name>> SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and <<customer_short_name>> SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the <<customer_short_name>> SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

7.4.4.3 Interface Requirements

7.4.4.3.1 BellSouth shall provide the following STP options to connect <<customer_short_name>> or <<customer_short_name>>-designated Local Switching systems to the BellSouth SS7 network:

7.4.4.3.1.1 An A-link interface from <<customer_short_name>> Local Switching systems; and

7.4.4.3.1.2 A B-link interface from <<customer_short_name>> local STPs.

7.4.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

7.4.4.3.3 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

7.4.4.3.4 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

7.4.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

7.4.4.4 Message Screening

7.4.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from <<customer_short_name>> local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the <<customer_short_name>> switching system has a valid signaling relationship.

7.4.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from <<customer_short_name>> local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where

the <<customer_short_name>> switching system has a valid signaling relationship.

- 7.4.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from <<customer_short_name>> from any signaling point or network interconnected through BellSouth's SS7 network where the <<customer_short_name>> SCP has a valid signaling relationship.

7.4.5 SCP/Databases

- 7.4.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.

- 7.4.5.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

7.4.5.3 Technical Requirements for SCPs/Databases

- 7.4.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 7.4.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7, ISDN and X.25).
- 7.4.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

- 7.5 LNP Database. The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

7.6 CNAM Database Service

- 7.6.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides

<<customer_short_name>> the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

- 7.6.2 <<customer_short_name>> shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) calendar days prior to <<customer_short_name>>'s access to BellSouth's CNAM Database Services and shall be addressed to <<customer_short_name>>'s Local Contract Manager.
- 7.6.3 BellSouth's provision of CNAM Database Services to <<customer_short_name>> requires interconnection from <<customer_short_name>> to BellSouth CNAM SCPs. Such interconnections shall be established pursuant to Attachment 3 of this Agreement.
- 7.6.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, <<customer_short_name>> shall provide its own CNAM SSP. <<customer_short_name>>'s CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 7.6.5 If <<customer_short_name>> elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's TR-TSV-000905 CCS Network Interface Specification. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that <<customer_short_name>> desires to query.
- 7.6.6 If <<customer_short_name>> queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's TR-TSV-000905 CCS Network Interface Specification. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway STPs. The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.
- 7.6.7 The mechanism to be used by <<customer_short_name>> for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by <<customer_short_name>> in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of

<<customer_short_name>> to provide accurate information to BellSouth on a current basis.

7.6.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

7.6.9 <<customer_short_name>> CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

7.7 SCE/SMS AIN Access

7.7.1 BellSouth's SCE/SMS AIN Access shall provide <<customer_short_name>> the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

7.7.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to <<customer_short_name>>. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

7.7.3 BellSouth SCP shall partition and protect <<customer_short_name>> service logic and data from unauthorized access.

7.7.4 When <<customer_short_name>> selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable <<customer_short_name>> to use BellSouth's SCE/SMS AIN Access to create and administer applications.

7.7.5 <<customer_short_name>> access will be provided via remote data connection (e.g., dial-in, ISDN).

7.7.6 BellSouth shall allow <<customer_short_name>> to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

8 **Automatic Location Identification/Data Management System (ALI/DMS)**

8.1 911 and E911 Databases

8.1.1 BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

8.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. <<customer_short_name>> will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 8.2.1.

8.2 Technical Requirements

8.2.1 BellSouth's 911 database vendor shall provide <<customer_short_name>> the capability of providing updates to the ALI/DMS database through a specified electronic interface. <<customer_short_name>> shall contact BellSouth's 911 database vendor directly to request interface. <<customer_short_name>> shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of <<customer_short_name>> and BellSouth shall not be liable for the transactions between <<customer_short_name>> and BellSouth's 911 database vendor.

8.2.2 It is <<customer_short_name>>'s responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

8.2.3 <<customer_short_name>> shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at <http://www.interconnection.bellsouth.com/guides>.

8.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to <<customer_short_name>>, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for <<customer_short_name>> to assume responsibility for such records.

8.2.4.1 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to <<customer_short_name>> that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. <<customer_short_name>> shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to <<customer_short_name>> within two (2) months following the date of the Stranded Unlock report provided by BellSouth. <<customer_short_name>> shall reimburse BellSouth for any

charges BellSouth's database vendor imposes on BellSouth for the deletion of <<customer_short_name>>'s records.

9 OSS

9.1 BellSouth has developed and made available electronic interfaces by which <<customer_short_name>> may submit LSRs electronically.

9.2 LSRs submitted by means of one of these electronic interfaces will incur an electronic service order charge. LSRs submitted by means other than one of these interactive interfaces (e.g., mail, fax, courier, etc.) will incur a manual order service charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). Electronic and manual service order charges are specified in Exhibit A.

9.3 BellSouth will bill the electronic or manual service order charge for Network Elements as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

9.4 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

9.5 Denial/Restoral OSS Charge. *BellSouth shall bill electronic or manual service order charges for each account as defined in the BellSouth Local Ordering Handbook.* In the event <<customer_short_name>> provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

9.6 Network Elements and Other Services Manual Additive. The Commissions in some states have ordered per element manual additive NRC for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES**1 Introduction**

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to <<customer_short_name>> for <<customer_short_name>>'s provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to <<customer_short_name>> (Other Services). Additionally, the provision of a particular Network Element or Other Service may require <<customer_short_name>> to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 The rates for each Network Element, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If <<customer_short_name>> purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 <<customer_short_name>> may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309.
- 1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.5 <<customer_short_name>> shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to <<customer_short_name>> pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to <<customer_short_name>> pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting

from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from <<customer_short_name>>. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between <<customer_short_name>> and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

- 1.7 Except to the extent expressly provided otherwise in this Attachment, <<customer_short_name>> may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that <<customer_short_name>> has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide <<customer_short_name>> with thirty (30) days written notice to disconnect or convert such Arrangements. If <<customer_short_name>> fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.7 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.
- 1.8 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, <<customer_short_name>> shall undertake a reasonably diligent inquiry to determine whether <<customer_short_name>> is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, <<customer_short_name>> self-certifies that to the best of <<customer_short_name>>'s knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon <<customer_short_name>>'s self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill <<customer_short_name>> the

difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, <<customer_short_name>> shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 1.9 <<customer_short_name>> may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable BellSouth Technical References.
- 1.10 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from <<customer_short_name>>, BellSouth shall perform the RNM.
- 1.11 Commingling of Services
- 1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that <<customer_short_name>> has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. <<customer_short_name>> must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

- 1.11.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.
- 1.11.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.11.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.
- 1.13 Ordering Guidelines and Processes
- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, <<customer_short_name>> should refer to the "Guides" section of the BellSouth Interconnection Web site.
- 1.13.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html.
- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to <<customer_short_name>>'s Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with <<customer_short_name>>'s Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.
- 1.13.4 Testing/Trouble Reporting.
- 1.13.4.1 <<customer_short_name>> will be responsible for testing and isolating troubles on Network Elements in accordance with Section 2.5, Maintenance and Repair of Attachment 6.

2 Loops

- 2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an End User premises (Loop). Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by BellSouth. <<customer_short_name>> shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.
- 2.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.
- 2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
- 2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to <<customer_short_name>> on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a sixty-four (64) kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.
- 2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access

to such Loops by <<customer_short_name>>. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval

2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access, at a minimum, to the capabilities of the hybrid Loop comparable to a DS0 facility, or access to a home-run copper loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

2.1.4 Transition for DS1 and DS3 Loops

2.1.4.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 2.1.4.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

2.1.4.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for <<customer_short_name>> as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 2.1.4.5.1 or 2.1.4.5.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.1.4.3 Excess DS1 and DS3 Loops are those <<customer_short_name>> DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.3.6.2 and 2.3.12 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.

2.1.4.4 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.4.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.4.12 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for <<customer_short_name>>'s Embedded Base during the Transition Period:

2.1.4.5.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.5.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.

- 2.1.4.6 A list of wire centers meeting the criteria set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 above as of March 10, 2005 (Initial Wire Center List), is available on BellSouth's Interconnection Services Web site.
- 2.1.4.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for <<customer_short_name>>'s Embedded Base of DS1 and DS3 Loops and <<customer_short_name>>'s Excess DS1 and DS3 Loops described in this Section 2.1.4 shall be as set forth in Exhibit B.
- 2.1.4.8 The Transition Period shall apply only to (1) <<customer_short_name>>'s Embedded Base and (2) <<customer_short_name>>'s Excess DS1 and DS3 Loops. <<customer_short_name>> shall not add new DS1 or DS3 loops as described in this Section 2.1.4 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 2.1.4.12 below.
- 2.1.4.9 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 below, no future DS1 Loop unbundling will be required in that wire center.
- 2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 below, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.4.11 No later than December 9, 2005 <<customer_short_name>> shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other BellSouth services pursuant to Section 1.6 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops.
- 2.1.4.11.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 2.1.4.11 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to December 9, 2005, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.1.4.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.1.4.11.2 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.1.4.11 above or transitioned pursuant to Section 2.1.4.11.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

- 2.1.4.12 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 2.1.4.12.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.4.5 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a “Subsequent Wire Center List”.
- 2.1.4.12.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 2.1.4.12.3 For purposes of Section 2.1.4.12 above, BellSouth shall make available DS1 and DS3 Loops that were in service for <<customer_short_name>> in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth’s CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.1.4.12.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 2.1.4.12.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.4.12.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, <<customer_short_name>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 2.1.4.12.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 2.1.4.12.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth’s CNL identifying the Subsequent Wire Center List, BellSouth will identify <<customer_short_name>>'s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.1.4.12.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.12.6 above or transitioned pursuant to Section 2.1.4.12.6.1 above, the applicable

recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

- 2.1.5 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.6 The Loop shall be provided to <<customer_short_name>> in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are applicable with the type of Loop ordered.
- 2.1.8 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If <<customer_short_name>> wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), <<customer_short_name>> may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.
- 2.1.8.1 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), <<customer_short_name>> shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date.
- 2.1.9 Order Coordination (OC) and Order Coordination-Time Specific (OC-TS)
- 2.1.9.1 OC allows BellSouth and <<customer_short_name>> to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to <<customer_short_name>>'s facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.
- 2.1.9.2 OC-TS allows <<customer_short_name>> to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate <<customer_short_name>>'s specific conversion time request. However,

BellSouth reserves the right to negotiate with <<customer_short_name>> a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. <<customer_short_name>> may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If <<customer_short_name>> specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in BellSouth's intrastate Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

2.1.10

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office

For UVL-SL1 and UCLs, <<customer_short_name>> must order and will be billed for both OC and OC-TS if requesting OC-TS.

2.1.11 CLEC to CLEC Conversions for Unbundled Loops

2.1.11.1 The CLEC to CLEC conversion process for Loops may be used by <<customer_short_name>> when converting an existing Loop from another CLEC for the same End User. The Loop type being converted must be included in <<customer_short_name>>'s Agreement before requesting a conversion.

2.1.11.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same End User location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.11.3 The Loops converted to <<customer_short_name>> pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.

2.1.12 Bulk Migration

2.1.12.1 BellSouth will make available to <<customer_short_name>> a Bulk Migration process pursuant to which <<customer_short_name>> may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package. The CLEC Information Package is located on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.12.2 Should <<customer_short_name>> request migration for two (2) or more EATNs containing fifteen (15) or more circuits, <<customer_short_name>> must use the Bulk Migration process referenced in 2.1.11.1 above.

2.2 Unbundled Voice Loops (UVLs)

2.2.1 BellSouth shall make available the following UVLs:

- 2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed);
- 2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed); or
- 2.2.1.3 4-wire Analog Voice Grade Loop (Designed)
- 2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that <<customer_short_name>> will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1). Loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by <<customer_short_name>>, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. <<customer_short_name>> may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.
- 2.2.4 For an additional charge BellSouth will make available Loop Testing so that <<customer_short_name>> may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.
- 2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to <<customer_short_name>>. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow <<customer_short_name>> to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 Unbundled Digital Loops

- 2.3.1 BellSouth will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
- 2.3.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:
- 2.3.2.1 2-wire Unbundled ISDN Digital Loop;
 - 2.3.2.2 2-wire Unbundled ADSL Compatible Loop;
 - 2.3.2.3 2-wire Unbundled HDSL Compatible Loop;
 - 2.3.2.4 4-wire Unbundled HDSL Compatible Loop;
 - 2.3.2.5 4-wire Unbundled DS1 Digital Loop;
 - 2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;
 - 2.3.2.7 DS3 Loop; or
 - 2.3.2.8 STS-1 Loop.
- 2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. <<customer_short_name>> will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-wire Unbundled DS1 Digital Loop.

- 2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.
- 2.3.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to <<customer_short_name>> at any single building in which DS1 Loops are available as unbundled Loops.
- 2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

- 2.3.12 <<customer_short_name>> may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.4 Unbundled Copper Loops (UCL)
- 2.4.1 BellSouth shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two (2) types - Designed and Non-Designed.
- 2.4.2 Unbundled Copper Loop – Designed (UCL-D)
- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.
- 2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by <<customer_short_name>>.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)
- 2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to six thousand (6,000) feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand (18,000) feet and with less than thirteen hundred (1300) Ohms resistance, the

Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, <<customer_short_name>> can request LMU for which additional charges would apply.
- 2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that <<customer_short_name>> may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.
- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.
- 2.4.3.6 <<customer_short_name>> may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

- 2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR73600 Unbundled Local Loop Technical Specification.
- 2.5.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.
- 2.5.3 For any copper loop being ordered by <<customer_short_name>> which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from <<customer_short_name>>, so that the loop will have a maximum of six

thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to <<customer_short_name>>. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

- 2.5.4 <<customer_short_name>> may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 2.5.5 Rates for ULM are as set forth in Exhibit A.
- 2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.7 If <<customer_short_name>> requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. <<customer_short_name>> will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 2.5.8 <<customer_short_name>> shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that <<customer_short_name>> desires BellSouth to condition.
- 2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for <<customer_short_name>>, <<customer_short_name>> will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by <<customer_short_name>> is available at the location for which the ULM was requested, <<customer_short_name>> will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, <<customer_short_name>> will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.6 Loop Provisioning Involving IDLC
- 2.6.1 Where <<customer_short_name>> has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, including, but not limited to, a hybrid loop pursuant to Section 2.1.3 above, BellSouth will make such alternative facilities available to <<customer_short_name>>. If a suitable alternative facility

is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for <<customer_short_name>> (e.g., hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.3 If no alternate facility is available, and upon request from <<customer_short_name>>, and if agreed to by both Parties, BellSouth may utilize its SC process to determine the additional costs required to provision facilities. <<customer_short_name>> will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two (2) independent chambers or divisions that separate the service provider's network from the End User's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 BellSouth shall permit <<customer_short_name>> to connect <<customer_short_name>>'s Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 <<customer_short_name>> may access the End User's premises wiring by any of the following means and <<customer_short_name>> shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow <<customer_short_name>> to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and

are not used by BellSouth or any other telecommunications carriers to provide service to the premises;

- 2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the End User premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.7.3.1.4 <<customer_short_name>> may request BellSouth to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be <<customer_short_name>>'s responsibility to ensure there is no safety hazard, and <<customer_short_name>> will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.7.3.3 <<customer_short_name>> shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 <<customer_short_name>> shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with <<customer_short_name>> to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.4 Technical Requirements

- 2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross-connect to <<customer_short_name>>'s NID.
- 2.7.4.3 Existing BellSouth NIDs will be operational and provided in "as is" condition. <<customer_short_name>> may request BellSouth to do additional work to the NID on a time and material basis. When <<customer_short_name>> deploys its own local loops in a multiple-line termination device, <<customer_short_name>> shall specify the quantity of NID connections that it requires within such device.
- 2.8 Subloop Elements.
- 2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 2.8.2 Unbundled Subloop Distribution (USLD)
- 2.8.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:
- USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))
- 2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.
- 2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.
- 2.8.2.3.1 If <<customer_short_name>> requests a UCSL and it is not available, <<customer_short_name>> may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

- 2.8.2.4 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.
- 2.8.2.4.1 Upon request for USLD-INC from <<customer_short_name>>, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for <<customer_short_name>>'s use on this cross-connect panel. <<customer_short_name>> will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 2.8.2.5 For access to Voice Grade USLD and UCSL, <<customer_short_name>> shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. <<customer_short_name>>'s cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.2.6 Through the SI process, BellSouth will determine whether access to USLs at the location requested by <<customer_short_name>> is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet <<customer_short_name>>'s request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site:
www.interconnection.bellsouth.com/products/html/unec.html.
- 2.8.2.7 The site set-up must be completed before <<customer_short_name>> can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice <<customer_short_name>>'s cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.2.8 Once the site set-up is complete, <<customer_short_name>> will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when <<customer_short_name>> requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by <<customer_short_name>> for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

- 2.8.2.9 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.
- 2.8.3 Unbundled Network Terminating Wire (UNTW)
- 2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.8.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.
- 2.8.3.3 Requirements
- 2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and <<customer_short_name>> does own or control such wiring, <<customer_short_name>> will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to <<customer_short_name>>.
- 2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate <<customer_short_name>> for each pair activated commensurate to the price specified in <<customer_short_name>>'s Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End

User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be

billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.4 Dark Fiber Loop

2.8.4.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for <<customer_short_name>> to utilize Dark Fiber Loops.

2.8.4.2 Transition for Dark Fiber Loop

2.8.4.2.1 For purposes of this Section 2.8.4, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.8.4.2.2 For purposes of this Section 2.8.4, Embedded Base means Dark Fiber Loops that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.8.4.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for <<customer_short_name>> at the terms and conditions set forth in this Attachment.

2.8.4.4 Notwithstanding the Effective Date of this Agreement, the rates for <<customer_short_name>>'s Embedded Base of Dark Fiber Loops during the Transition Period shall be as set forth in Exhibit A.

2.8.4.5 The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base and <<customer_short_name>> shall not add new Dark Fiber Loops pursuant to this Agreement.

2.8.4.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.8.4.7 No later than June 10, 2006 <<customer_short_name>> shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.6 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

- 2.8.4.7.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 2.8.4.7 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.8.4.7.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.8.4.7.2 For Embedded Base circuits converted pursuant to Section 2.8.4.7 above or transitioned pursuant to Section 2.8.4.7.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.
- 2.9 Loop Makeup
- 2.9.1 Description of Service
- 2.9.1.1 BellSouth shall make available to <<customer_short_name>> LMU information with respect to Loops that are required to be unbundled under this Agreement so that <<customer_short_name>> can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment <<customer_short_name>> intends to install and the services <<customer_short_name>> wishes to provide. LMU is a preordering transaction, distinct from <<customer_short_name>> ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.
- 2.9.1.2 BellSouth will provide <<customer_short_name>> LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.
- 2.9.1.3 BellSouth's LMU information is provided to <<customer_short_name>> as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth

receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

- 2.9.1.5 <<customer_short_name>> may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by <<customer_short_name>> and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee <<customer_short_name>>'s ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain on copper facilities until the Loop is disconnected by <<customer_short_name>> or the End User, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. <<customer_short_name>> is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.
- 2.9.1.6 If BellSouth retires its copper facilities using 47 C.F.R § 52.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify <<customer_short_name>>, according to the applicable network disclosure requirements. It will be <<customer_short_name>>'s responsibility to move any service it may provide over such facilities to alternative facilities. If <<customer_short_name>> fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.
- 2.9.2 Submitting LMUSI
- 2.9.2.1 <<customer_short_name>> may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on the BellSouth Interconnection Web site:
www.interconnection.bellsouth.com/guides/html/unes.html. After obtaining the Loop information from the mechanized LMU process, if <<customer_short_name>> needs further Loop information in order to determine

Loop service capability, <<customer_short_name>> may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

- 2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. <<customer_short_name>> will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, <<customer_short_name>> does not reserve facilities upon an initial LMUSI, <<customer_short_name>>'s placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.
- 2.9.2.3 Where <<customer_short_name>> has reserved multiple Loop facilities on a single reservation, <<customer_short_name>> may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to <<customer_short_name>>, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by <<customer_short_name>>.
- 2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

3 Line Splitting

- 3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) cooperate to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.
- 3.2 Line Splitting – UNE-L. In the event <<customer_short_name>> provides its own switching or obtains switching from a third party, <<customer_short_name>> may engage in line splitting arrangements with another CLEC using a splitter, provided by <<customer_short_name>>, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.3 Line Splitting –Loop and UNE Port (UNE-P)
- 3.3.1 To the extent <<customer_short_name>> is purchasing UNE-P pursuant to this Agreement, BellSouth will permit <<customer_short_name>> to replace UNE-P with Line Splitting. The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two (2) collocation cross-connects and the high frequency spectrum line activation. The resulting arrangement shall continue to be included in <<customer_short_name>>'s Embedded Base as described in Section 5.4.3.2 below.
- 3.3.2 <<customer_short_name>> shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line

Splitting services, if <<customer_short_name>> will not provide voice and data services.

- 3.3.3 Line Splitting arrangements in service pursuant to this Section 3.3 must be disconnected or provisioned pursuant to Section 3.2 above on or before March 10, 2006.

3.4 Provisioning Line Splitting and Splitter Space – UNE-P

- 3.4.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When <<customer_short_name>> or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.

- 3.4.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

- 3.4.3 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service.

3.5 Provisioning Line Splitting and Splitter Space – UNE-L

- 3.5.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When <<customer_short_name>> owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

3.6 CLEC Provided Splitter – Line Splitting – UNE-P and UNE-L

- 3.6.1 To order High Frequency Spectrum on a particular Loop, <<customer_short_name>> must have a DSLAM collocated in the central office that serves the End User of such Loop.

- 3.6.2 <<customer_short_name>> may purchase, install and maintain central office POTS splitters in its collocation arrangements. <<customer_short_name>> may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.6.3 Any splitters installed by <<customer_short_name>> in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. <<customer_short_name>> may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.7 Maintenance – Line Splitting – UNE-P and UNE-L

3.7.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

3.7.2 <<customer_short_name>> shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4 Local Switching

4.1 Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 4 are limited to DS0 level Local Switching and BellSouth is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 4.2 below.

4.1.1 BellSouth shall not be required to unbundle local circuit switching for <<customer_short_name>> for a particular End User when <<customer_short_name>>: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that <<customer_short_name>> is serving any End User as described above as of the Effective Date of this Agreement, such End User's arrangement may not remain in place and such Arrangement must be terminated by <<customer_short_name>> or transitioned by <<customer_short_name>>, or BellSouth shall disconnect such Arrangements upon thirty (30) days notice.

4.2 Transition for Local Switching

4.2.1 For purposes of this Section 4, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.2.2 For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for <<customer_short_name>> as of

March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

- 4.2.3 During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with Local Switching, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base and <<customer_short_name>> shall not place new orders for Local Switching pursuant to this Agreement.
- 4.2.4 Notwithstanding the Effective Date of this Agreement, the rates for <<customer_short_name>>'s Embedded Base of Local Switching during the Transition Period shall be as set forth in Exhibit A.
- 4.2.5 <<customer_short_name>> must submit orders, to disconnect or convert all of its Embedded Base of Local Switching to other BellSouth services as Conversions pursuant to Section 1.6 above by October 1, 2005.
- 4.2.5.1 If <<customer_short_name>> fails to submit orders to disconnect or convert all of its Embedded Base of Local Switching as specified in Section 4.2.5 above prior to October 1, 2005, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base of Local Switching and will disconnect such Local Switching. Those circuits identified and disconnected by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement.
- 4.2.6 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement.
- 4.3 Local Switching Capability, including Tandem Switching Capability
- 4.3.1 Local Switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local Switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions.
- 4.3.2 Unbundled local switching consists of three separate components: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.3.3 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to <<customer_short_name>>'s End User local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

- 4.3.4 Provided that <<customer_short_name>> has obtained unbundled Local Switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a <<customer_short_name>> local End User, or originated by a BellSouth local End User and terminated to a <<customer_short_name>> local End User, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge <<customer_short_name>> the Network Elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Inter-carrier compensation for local calls between BellSouth and <<customer_short_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/docs.
- 4.3.5 Where <<customer_short_name>> has obtained unbundled Local Switching from BellSouth but does not use the BellSouth CIC for its End Users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a <<customer_short_name>> End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs (GSST). For such local calls, BellSouth will charge <<customer_short_name>> the Network Elements for the BellSouth facilities utilized. Inter-carrier compensation for local calls between BellSouth and <<customer_short_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's Interconnection Web site at www.interconnection.bellsouth.com/products/docs.
- 4.3.6 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill <<customer_short_name>> the Network Elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges as appropriate.
- 4.3.7 Unbundled Ports may or may not include individual features. Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.
- 4.3.8 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR Process as set forth in Attachment 11.
- 4.3.9 BellSouth will provide to <<customer_short_name>> selective routing of calls to a requested Operator System platform pursuant to this Agreement. Any other

routing requests by <<customer_short_name>> will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

- 4.3.10 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 4.3.11 BellSouth shall control congestion points such as those caused by radio station call-ins and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 4.3.12 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 4.3.13 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to <<customer_short_name>> all Advanced Intelligent Network (AIN) triggers in connection with its Service Creation Environment and Service Management System (SCE/SMS) offering.
- 4.3.14 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by <<customer_short_name>>.
- 4.3.15 BellSouth shall provide the following Local Switching interfaces:
 - 4.3.15.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 4.3.15.2 Coin phone signaling;
 - 4.3.15.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;
 - 4.3.15.4 2-wire analog interface to PBX;
 - 4.3.15.5 4-wire analog interface to PBX; and
 - 4.3.15.6 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 4.3.16 <<customer_short_name>> shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End

User listed address as the actual physical End User location in the E911 ALI Database.

4.3.17 <<customer_short_name>> will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the <<customer_short_name>>'s End Users.

4.4 Common (Shared) Transport.

4.4.1 Common (Shared) Transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

4.4.2 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to <<customer_short_name>>.

4.4.3 Technical Requirements of Common (Shared) Transport

4.4.3.1 Common (Shared) Transport provided on DS1, DS3, and STS-1 circuits shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (CO to CO) connections in the applicable industry standards.

4.4.3.2 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

4.4.3.3 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

4.5 Tandem Switching

4.5.1 The Tandem Switching capability Network Element is defined as:
(i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross-connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.5.2 Where <<customer_short_name>> utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call

scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, ICO or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Local Call Flows set forth on BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/products/docs, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.5.3 Technical Requirements

- 4.5.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. The requirements for Tandem Switching include but are not limited to the following:
 - 4.5.3.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 4.5.3.1.2 Tandem Switching will provide screening as jointly agreed to by <<customer_short_name>> and BellSouth;
 - 4.5.3.1.3 Where applicable, Tandem Switching shall provide AIN triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
 - 4.5.3.1.4 Where applicable, Tandem Switching shall provide access to Toll Free number database;
 - 4.5.3.1.5 Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s where 911 solutions are deployed and the tandem is used for 911; and
 - 4.5.3.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.
- 4.5.3.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to <<customer_short_name>>.
- 4.5.3.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.

- 4.5.3.4 Tandem Switching shall process originating toll free traffic received from <<customer_short_name>>'s local switch.
- 4.5.3.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element to the extent such Tandem Switch has such capability.
- 4.5.4 Upon <<customer_short_name>>'s purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for <<customer_short_name>>'s traffic overflowing from direct end office high usage trunk groups.
- 4.6 Remote Call Forwarding (URCF)
- 4.6.1 As an option, BellSouth shall make available to <<customer_short_name>> an unbundled port with Remote Call Forwarding capability. URCF service combines the functionality of unbundled Local Switching, Tandem Switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. <<customer_short_name>> must ensure that the following conditions are satisfied:
- 4.6.1.1 the End User of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such End User is different from the URCF service End User);
- 4.6.1.2 the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;
- 4.6.1.3 the URCF service will not be utilized to forward calls to another URCF or similar service; and
- 4.6.1.4 the forward-to number (service) is not a public safety number (e.g., 911, fire or police number).
- 4.6.2 In addition to the charge for the URCF service port, BellSouth shall charge <<customer_short_name>> the rates set forth in Exhibit A for unbundled Local Switching, Tandem Switching, and Common Transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).
- 4.7 AIN Selective Carrier Routing for OS, DA and Repair Centers
- 4.7.1 Where BellSouth provides Local Switching to <<customer_short_name>>, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of <<customer_short_name>>. AIN SCR will provide <<customer_short_name>> with the capability of routing operator calls, 0+ and

0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

- 4.7.2 <<customer_short_name>> shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per central office per state basis.
- 4.7.3 AIN SCR is not available in DMS 10 switches.
- 4.7.4 Where AIN SCR is utilized by <<customer_short_name>>, the routing of <<customer_short_name>>'s End User calls shall be pursuant to information provided by <<customer_short_name>> and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN SCR is established.
- 4.7.5 Upon ordering AIN SCR Regional Service, <<customer_short_name>> shall remit to BellSouth the nonrecurring Regional Service Order charge set forth in Exhibit A. There shall be a nonrecurring End Office Establishment Charge as set forth in Exhibit A, per office, due at the addition of each central office where AIN SCR will be utilized. For each <<customer_short_name>> End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A. <<customer_short_name>> shall pay the AIN SCR Per Query Charge set forth in Exhibit A.
- 4.7.6 This nonrecurring Regional Service Order charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional SCR Order Request-Form A, Central Office AIN SCR Order Request - Form B, AIN SCR Central Office Identification Form - Form C, AIN SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has thirty (30) days to respond to <<customer_short_name>>'s fully completed firm order as a Regional Service Order. With the delivery of this firm order response to <<customer_short_name>>, BellSouth considers that the delivery schedule of this service commences. The remaining half of the nonrecurring Regional Service Order payment must be paid when at least ninety percent (90%) of the Central Offices listed on the original order have been turned up for the service.
- 4.7.7 The nonrecurring End Office Establishment charge will be billed to <<customer_short_name>> following BellSouth's normal monthly billing cycle for this type of order.
- 4.7.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The nonrecurring End Office Establishment charges will be billed to <<customer_short_name>> following BellSouth's normal monthly billing cycle for this type of order.

- 4.7.9 Additionally, the AIN SCR Per Query Charge will be billed to <<customer_short_name>> following the normal billing cycle for per query charges.
- 4.7.10 All other network components needed, (i.e., unbundled switching, unbundled local transport, etc.) will be billed per contracted rates.
- 4.8 Selective Call Routing Using Line Class Codes (SCR-LCC)
- 4.8.1 Where <<customer_short_name>> has purchased unbundled Local Switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route <<customer_short_name>>'s End User calls to that provider through Selective Call Routing.
- 4.8.2 SCR-LCC provides the capability for <<customer_short_name>> to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if capacity is available in the requested BellSouth end office switches.
- 4.8.3 Custom Branding for DA is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 4.8.4 Where available, <<customer_short_name>> specific and unique LCCs are programmed in each BellSouth end office switch where <<customer_short_name>> intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify <<customer_short_name>>'s End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and <<customer_short_name>> intends to provide <<customer_short_name>> - branded OCP/DA to its End Users in these multiple rate areas.
- 4.8.5 SCR-LCC supporting Custom Branding and Self Branding require <<customer_short_name>> to order dedicated trunking from each BellSouth end office identified by <<customer_short_name>>, either to the BellSouth TOPS for Custom Branding or to the <<customer_short_name>> Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth's FCC No. 1 Tariff.
- 4.8.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by <<customer_short_name>> to the BellSouth TOPS.

- 4.8.7 The rates for SCR-LCC are as set forth in Exhibit A. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

5 Unbundled Network Element Combinations

- 5.1 For purposes of this Section, references to “Currently Combined” Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are in fact already combined by BellSouth in the BellSouth network. References to “Ordinarily Combined” Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are not already combined by BellSouth in the location requested by <<customer_short_name>> but are elements that are typically combined in BellSouth’s network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are not elements that BellSouth combines for its use in its network.
- 5.1.1 Except as otherwise set forth in this Agreement, upon request, BellSouth shall perform the functions necessary to combine Network Elements that BellSouth is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BellSouth’s network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth’s network.
- 5.1.2 To the extent <<customer_short_name>> requests a Combination for which BellSouth does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.
- 5.2 Rates
- 5.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

- 5.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.
- 5.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of <<customer_short_name>>.
- 5.3 Enhanced Extended Links (EELs)
- 5.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide <<customer_short_name>> with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.
- 5.3.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).
- 5.3.3 By placing an order for a high-capacity EEL, <<customer_short_name>> thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit <<customer_short_name>>'s high-capacity EELs as specified below.
- 5.3.4 Service Eligibility Criteria
- 5.3.4.1 High capacity EELs must comply with the following service eligibility requirements. <<customer_short_name>> must certify for each high-capacity EEL that all of the following service eligibility criteria are met:
- 5.3.4.1.1 <<customer_short_name>> has received state certification to provide local voice service in the area being served;
- 5.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
- 5.3.4.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;

- 5.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
- 5.3.4.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;
- 5.3.4.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);
- 5.3.4.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;
- 5.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, <<customer_short_name>> will have at least one (1) active DS1 local service interconnection trunk over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk; and
- 5.3.4.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.
- 5.3.4.3 BellSouth may, on an annual basis, audit <<customer_short_name>>'s records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that <<customer_short_name>> failed to comply with the service eligibility criteria, <<customer_short_name>> must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that <<customer_short_name>> did not comply in any material respect with the service eligibility criteria, <<customer_short_name>> shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that <<customer_short_name>> did comply in all material respects with the service eligibility criteria, BellSouth will reimburse <<customer_short_name>> for its reasonable and demonstrable costs associated with the audit. <<customer_short_name>> will maintain appropriate documentation to support its certifications.
- 5.3.4.4 In the event <<customer_short_name>> converts special access services to UNEs, <<customer_short_name>> shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.4 UNE-P

- 5.4.1 DS0 Local Switching, as defined in Section 4 above, in combination with a Loop and Common (Shared) Transport as defined in Section 4.4 above (UNE-P) provides local exchange service for the origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.
- 5.4.2 Notwithstanding anything to the contrary in this Agreement, BellSouth is not required to provide UNE-P pursuant to this Agreement except as set forth in this Section 5.4.
- 5.4.3 Transition Period for UNE-P
- 5.4.3.1 For purposes of this Section 5.4, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 5.4.3.2 For the purposes of this Section 5.4, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction therewith that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 5.4.3.3 During the Transition Period only, BellSouth shall make UNE-P available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with UNE-P, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base and <<customer_short_name>> shall not place new orders for UNE-P pursuant to this Agreement.
- 5.4.3.4 Notwithstanding the Effective Date of this Agreement, the rates for <<customer_short_name>>'s Embedded Base of UNE-P during the Transition Period shall be as set forth in Exhibit A.
- 5.4.3.5 <<customer_short_name>> must submit orders, or spreadsheets if converting to UNE Loops through the Bulk Migration process, outlined in Section 2.1.10 above, to either disconnect or convert all of its Embedded Base of UNE-P to other BellSouth services as Conversions pursuant to Section 1.6 above by October 1, 2005.
- 5.4.3.5.1 If <<customer_short_name>> fails to submit orders or spreadsheets converting all of the Embedded Base of UNE-P as specified in Section 5.4.3.5 above prior to October 1, 2005, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment 1. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such BellSouth services as set forth in BellSouth's tariffs.

- 5.4.3.5.2 For Embedded Base UNE-P converted pursuant to Section 5.4.3.5 above or transitioned pursuant to Section 5.4.3.5. above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 5.4.3.6 Effective March 11, 2006, UNE-P will no longer be made available pursuant to this Agreement.
- 5.4.4 BellSouth shall make 911 updates in the BellSouth 911 database for <<customer_short_name>>'s UNE-P. BellSouth will not bill <<customer_short_name>> for 911 surcharges. <<customer_short_name>> is responsible for paying all 911 surcharges to the applicable governmental agency.
- 5.5 Intercarrier Compensation
- 5.5.1 Intercarrier compensation for seven (7) or ten (10) digit dialed calls originated by <<customer_short_name>> utilizing Local Switching shall apply as follows:
- 5.5.2 For calls terminating to a BellSouth End User or to an End User served by BellSouth resold services, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office.
- 5.5.3 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching as set forth in Exhibit A at the terminating end office.
- 5.5.3.1 For calls terminating to third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, <<customer_short_name>> is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If <<customer_short_name>> does not have such an agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by <<customer_short_name>>, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:
- 5.5.3.1.1 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to <<customer_short_name>> for each such call; or
- 5.5.3.1.2 pay such charges as billed by the third party carrier and <<customer_short_name>> will reimburse the full amount of such charges within thirty (30) days of BellSouth's request for reimbursement.

- 5.5.3.2 Intercarrier compensation for seven (7) or ten (10) digit dialed calls terminating to <<customer_short_name>> utilizing Local Switching shall apply as follows:
- 5.5.3.2.1 For calls originated by a BellSouth End User or by an End User served by resold BellSouth services, BellSouth shall not charge <<customer_short_name>> for End Office Switching at the terminating end office for use of the network component; therefore, <<customer_short_name>> shall not charge BellSouth intercarrier compensation or any other charges for termination of such calls.
- 5.5.3.2.2 For calls originated by a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall not charge <<customer_short_name>> for End Office Switching at the terminating end office for use of the network component; therefore, <<customer_short_name>> shall not charge the originating CLEC or BellSouth intercarrier compensation or any other charges for termination of such calls.
- 5.5.3.2.3 For calls originated by third party carriers, such as CLECs, wireless carriers and independent companies,utilizing their own switches to serve their End Users, <<customer_short_name>> is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. <<customer_short_name>> may bill the third parties according to such agreements and shall not bill BellSouth for the exchange of traffic through BellSouth's network.
- 5.5.3.3 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls originated by <<customer_short_name>> utilizing Local Switching where <<customer_short_name>> uses BellSouth's CIC for its End User's LPIC:
- 5.5.3.3.1 For calls terminating to a BellSouth End User or to an End User served by BellSouth resold services, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office.
- 5.5.3.3.2 For calls terminating to a CLEC where such CLEC is utilizing a BellSouth switch port or port/loop combination to provide service to its End User, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office. BellSouth will not charge the terminating CLEC for End Office Switching at the terminating end office. In the event that BellSouth is charged termination charges by the CLEC, BellSouth may pay such charges and <<customer_short_name>> will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.
- 5.5.3.3.3 For calls terminating to third party carriers, such as CLECs, wireless carriers and independent companies, utilizing their own switches to serve their End Users, <<customer_short_name>> is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through BellSouth's network. If <<customer_short_name>> does not have such an

agreement with a third party carrier and BellSouth is charged termination charges by a third party terminating a call originated by <<customer_short_name>>, or if such third party carrier bills BellSouth for terminating such calls, despite the existence of such an agreement, then BellSouth may, at its option:

- 5.5.3.3.3.1 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to <<customer_short_name>> for each such call; or
- 5.5.3.3.3.2 pay such charges as billed by the third party carrier and <<customer_short_name>> will reimburse BellSouth the full amount of such charges within thirty (30) days following BellSouth's request for reimbursement.
- 5.5.3.4 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls terminating to <<customer_short_name>> utilizing Local Switching where the originating carrier uses BellSouth's CIC for its End User's LPIC:
 - 5.5.3.4.1 For calls originated by a BellSouth End User or by an End User served by BellSouth resold service, BellSouth shall charge <<customer_short_name>> for End Office Switching as set forth in Exhibit A at the terminating end office for use of the End Office Switching network component in terminating such calls. <<customer_short_name>> may charge BellSouth for intercarrier compensation at the End Office Switching as set forth in Exhibit A for such calls. <<customer_short_name>> shall not charge originating or terminating switched access rates to BellSouth for termination of such calls.
- 5.5.3.5 For calls originated by or terminating to interexchange carriers through a switched access arrangement, <<customer_short_name>> may bill the interexchange carrier in accordance with <<customer_short_name>>'s tariff and will not bill BellSouth any charges for such call. <<customer_short_name>> shall pay BellSouth applicable charges for the use of BellSouth's network in accordance with the rates set forth in Exhibit A for originating and terminating such calls.

6 Dedicated Transport and Dark Fiber Transport

- 6.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by <<customer_short_name>>, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to <<customer_short_name>>. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 6.2 below, BellSouth shall not be required to provide to <<customer_short_name>> unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

- 6.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities
- 6.2.1 For purposes of this Section 6.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for <<customer_short_name>> as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 6.2.3 For purposes of this Section 6, Embedded Base Entrance Facilities means Entrance Facilities that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 6.2.4 For purposes of this Section 6, Excess DS1 and DS3 Dedicated Transport means those <<customer_short_name>> DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 6.6 below. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 6.2.5 For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 6.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 6.2 only for <<customer_short_name>>'s Embedded Base during the Transition Period:
- 6.2.6.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.
- 6.2.6.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.
- 6.2.6.3 A list of wire centers meeting the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above as of March 10, 2005, is available on BellSouth's Interconnection Services Web site, as (Initial Wire Center List).
- 6.2.6.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <<<customer_short_name>>'s Embedded Base Entrance Facilities and only during the Transition Period.

- 6.2.6.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for <<customer_short_name>>'s Embedded Base of DS1 and DS3 Dedicated Transport and for <<customer_short_name>>'s Excess DS1 and DS3 Dedicated Transport, as described in this Section 6.2, shall be as set forth in Exhibit B, and the rates for <<customer_short_name>>'s Embedded Base Entrance Facilities as described in this Section 6.2 shall be as set forth in Exhibit A.
- 6.2.6.6 The Transition Period shall apply only to (1) <<customer_short_name>>'s Embedded Base and Embedded Base Entrance Facilities; and (2) <<customer_short_name>>'s Excess DS1 and DS3 Dedicated Transport. <<customer_short_name>> shall not add new Entrance Facilities pursuant to this Agreement. Further, <<customer_short_name>> shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 above of and as set forth in Section 6.2.6.10 below.
- 6.2.6.7 Once a wire center exceeds either of the thresholds set forth in this Sections 6.2.6.1 or 6.2.6.2 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 6.2.6.8 Once a wire center exceeds either of the thresholds set forth in Sections 6.2.6.1 or 6.2.6.2 above, no future DS3 Dedicated Transport will be required in that wire center.
- 6.2.6.9 No later than December 9, 2005 <<customer_short_name>> shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 1.6 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport.
- 6.2.6.9.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 6.2.6.9 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.2.6.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

- 6.2.6.9.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 6.2.6.9 or transitioned pursuant to Section 6.2.6.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 6.2.6.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 6.2.6.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.
- 6.2.6.10.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.
- 6.2.6.10.3 For purposes of Section 6.2.6.10 above, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for <<customer_short_name>> in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 6.2.6.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 6.2.6.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 6.2.6.10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List <<customer_short_name>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 6.2.6.10.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 6.2.6.10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify <<customer_short_name>>'s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as

set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

- 6.2.6.10.7 For Subsequent Embedded Base circuits converted pursuant to Section 6.2.6.10.6 above or transitioned pursuant to Section 6.2.6.10.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 6.3 BellSouth shall:
- 6.3.1 Provide <<customer_short_name>> exclusive use of Dedicated Transport to a particular customer or carrier;
- 6.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
- 6.3.3 Permit, to the extent technically feasible, <<customer_short_name>> to connect Dedicated Transport to equipment designated by <<customer_short_name>>, including but not limited to, <<customer_short_name>>'s collocated facilities; and
- 6.3.4 Permit, to the extent technically feasible, <<customer_short_name>> to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 6.4 BellSouth shall offer Dedicated Transport:
- 6.4.1 As capacity on a shared facility; and
- 6.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to <<customer_short_name>>.
- 6.5 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 6.6 <<customer_short_name>> may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 6.7 Technical Requirements

- 6.7.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
- 6.7.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 6.7.2.1 DS0 Equivalent;
- 6.7.2.2 DS1;
- 6.7.2.3 DS3;
- 6.7.2.4 STS-1; and
- 6.7.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.7.3 BellSouth shall design Dedicated Transport according to its network infrastructure. <<customer_short_name>> shall specify the termination points for Dedicated Transport.
- 6.7.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;
- 6.7.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 6.7.4.2 BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
- 6.7.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.8 Unbundled Channelization (Multiplexing)
- 6.8.1 To the extent <<customer_short_name>> is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at

the discretion of BellSouth. Once UC has been installed, <<customer_short_name>> may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

- 6.8.2 BellSouth shall make available the following channelization systems and interfaces:
 - 6.8.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.
 - 6.8.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 6.8.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 6.8.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, <<customer_short_name>>'s channelization equipment must adhere strictly to form and protocol standards. <<customer_short_name>> must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
- 6.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.9.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
 - 6.9.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
 - 6.9.1.1 For purposes of this Section 6.9, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
 - 6.9.1.2 For purposes of this Section 6.9, Embedded Base means Dark Fiber Transport that was in service for <<customer_short_name>> as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 6.9.1.4.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
 - 6.9.1.3 For purposes of this Section 6.9, a Business Line is as defined in 47 C.F.R. § 51.5.

- 6.9.1.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 6.9 only for <<customer_short_name>>'s Embedded Base during the Transition Period:
- 6.9.1.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 6.9.1.5 A list of wire centers meeting the criteria set forth in Section 6.9.1.4 above as of March 10, 2005, ("Initial List") is available on BellSouth's Interconnection Services Web site.
- 6.9.1.6 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for <<customer_short_name>>'s Embedded Base of Dark Fiber Transport as described in Section 6.9.1.2 above shall be as set forth in Exhibit B and the rates for <<customer_short_name>>'s Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 6.9.1 above shall be as set forth in Exhibit A.
- 6.9.1.7 The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. <<customer_short_name>> shall not add new Dark Fiber Transport as described in this Section 6.9 except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 6.9.1.10 below. Further, <<customer_short_name>> shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 6.9.1.8 Once a wire center exceeds either of the thresholds set forth in this Section 6.9.1.4 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 6.9.1.9 No later than June 10, 2006 <<customer_short_name>> shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.6 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
- 6.9.1.9.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 6.9.1.9 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 6.9.1.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

- 6.9.1.9.2 For Embedded Base circuits converted pursuant to Section 6.9.1.9 above or transitioned pursuant to Section 6.9.1.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.
- 6.9.1.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 6.9.1.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 6.9.1.4.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 6.9.1.10.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.
- 6.9.1.10.3 For purposes of Section 6.9.1.10, BellSouth shall make available DS1 and DS3 Loops that were in service for <<customer_short_name>> in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 6.9.1.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 6.9.1.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 6.9.1.10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List <<customer_short_name>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 6.9.1.10.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 6.9.1.10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify <<customer_short_name>>'s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as

set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

- 6.9.1.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 6.9.1.10.6 above or transitioned pursuant to Section 6.9.1.10.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6.10 Rearrangements

- 6.10.1 A request to move a working <<customer_short_name>> CFA to another <<customer_short_name>> CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A.
- 6.10.2 Requests to re-terminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
- 6.10.3 Upon request of <<customer_short_name>>, BellSouth shall project manage the Change in CFA or re-termination of a facility as described in Sections 6.10.1 and 6.10.2 above and <<customer_short_name>> may request OC-TS for such orders.
- 6.10.4 BellSouth shall accept a LOA between <<customer_short_name>> and another carrier that will allow <<customer_short_name>> to connect a facility, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.

7 Call Related Databases and Signaling

- 7.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunications Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP)\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to <<customer_short_name>> pursuant to this Agreement.
- 7.2 BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service

- 7.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At <<customer_short_name>>'s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by <<customer_short_name>>.
- 7.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of SS7 protocol.
- 7.3 LIDB
- 7.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, <<customer_short_name>> must purchase appropriate signaling links pursuant to Section 7.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.
- 7.3.2 Technical Requirements
- 7.3.2.1 BellSouth will offer to <<customer_short_name>> any additional capabilities that are developed for LIDB during the life of this Agreement.
- 7.3.2.2 BellSouth shall process <<customer_short_name>>'s customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to <<customer_short_name>> what additional functions (if any) are performed by LIDB in the BellSouth network.
- 7.3.2.3 Within two (2) weeks after a request by <<customer_short_name>>, BellSouth shall provide <<customer_short_name>> with a list of the customer data items, which <<customer_short_name>> would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

- 7.3.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.
- 7.3.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.
- 7.3.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.
- 7.3.2.7 All additions, updates and deletions of <<customer_short_name>> data to the LIDB shall be solely at the direction of <<customer_short_name>>. Such direction from <<customer_short_name>> will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 7.3.2.8 BellSouth shall provide priority updates to LIDB for <<customer_short_name>> data upon <<customer_short_name>>'s request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 7.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of <<customer_short_name>> customer records will be missing from LIDB, as measured by <<customer_short_name>> audits. BellSouth will audit <<customer_short_name>> records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated <<customer_short_name>> contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to <<customer_short_name>> within one (1) business day of audit. Once reconciled records are received back from <<customer_short_name>>, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact <<customer_short_name>> to negotiate a time frame for the updates, not to exceed three (3) business days.
- 7.3.2.10 BellSouth shall perform backup and recovery of all of <<customer_short_name>>'s data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 7.3.2.11 BellSouth shall provide <<customer_short_name>> with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a

reasonable time period as negotiated between <<customer_short_name>> and BellSouth.

- 7.3.2.12 BellSouth shall prevent any access to or use of <<customer_short_name>> data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by <<customer_short_name>> in writing.
- 7.3.2.13 BellSouth shall provide <<customer_short_name>> performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by <<customer_short_name>> at least at parity with BellSouth Customer Data. BellSouth shall obtain from <<customer_short_name>> the screening information associated with LIDB Data Screening of <<customer_short_name>> data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to <<customer_short_name>> under the BFR/NBR Process as set forth in Attachment 11.
- 7.3.2.14 BellSouth shall accept queries to LIDB associated with <<customer_short_name>> customer records and shall return responses in accordance with industry standards.
- 7.3.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 7.3.2.16 BellSouth shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in industry standards.

7.3.3 Interface Requirements

- 7.3.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 7.3.3.2 The interface to LIDB shall be in accordance with the technical references contained within.
- 7.3.3.3 The CCS interface to LIDB shall be the standard interface described herein.
- 7.3.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

- 7.3.3.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. <<customer_short_name>> shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. <<customer_short_name>> shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide.
- 7.4 Signaling. BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the terms and conditions set forth in Attachment 3 and at the rates set forth in Exhibit A. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.
- 7.4.1 Signaling Link Transport. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between <<customer_short_name>> designated SPOI that provide appropriate physical diversity.
- 7.4.1.1 Technical Requirements
- 7.4.1.1.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
- 7.4.1.1.1.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home STP switch pair; and
- 7.4.1.1.1.2 As a "B-link" Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).
- 7.4.1.2 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:
- 7.4.1.2.1 An A-link layer shall consist of two (2) links; and
- 7.4.1.2.2 A B-link layer shall consist of four (4) links.
- 7.4.1.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 7.4.1.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

- 7.4.1.3.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).
- 7.4.2 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at <<customer_short_name>>'s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 7.4.3 STP. An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 7.4.3.1 Technical Requirements
- 7.4.3.1.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.
- 7.4.3.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.
- 7.4.3.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a <<customer_short_name>> local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between <<customer_short_name>> local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 7.4.3.1.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a <<customer_short_name>> or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth

SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a <<customer_short_name>> database, then <<customer_short_name>> agrees to provide BellSouth with the Destination Point Code for <<customer_short_name>> database.

7.4.3.1.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

7.4.3.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a <<customer_short_name>> or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

7.4.4 SS7

7.4.4.1 When technically feasible and upon request by <<customer_short_name>>, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with <<customer_short_name>>'s SS7 network to exchange TCAP queries and responses with a <<customer_short_name>> SCP.

7.4.4.2 SS7 AIN Access shall provide <<customer_short_name>> SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and <<customer_short_name>> SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the <<customer_short_name>> SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

7.4.4.3 Interface Requirements

7.4.4.3.1 BellSouth shall provide the following STP options to connect <<customer_short_name>> or <<customer_short_name>>-designated Local Switching systems to the BellSouth SS7 network:

7.4.4.3.1.1 An A-link interface from <<customer_short_name>> Local Switching systems; and

- 7.4.4.3.1.2 A B-link interface from <<customer_short_name>> local STPs.
- 7.4.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.
- 7.4.4.3.3 The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 7.4.4.3.4 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 7.4.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 7.4.4.4 Message Screening
- 7.4.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from <<customer_short_name>> local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the <<customer_short_name>> switching system has a valid signaling relationship.
- 7.4.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from <<customer_short_name>> local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the <<customer_short_name>> switching system has a valid signaling relationship.
- 7.4.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from <<customer_short_name>> from any signaling point or network interconnected through BellSouth's SS7 network where the <<customer_short_name>> SCP has a valid signaling relationship.
- 7.4.5 SCP/Databases
- 7.4.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: LNP, LIDB, Toll Free Number Database, ALI/DMS, and CNAM Database. BellSouth also provides access to SCE/SMS application databases and DA.
- 7.4.5.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

7.4.5.3 Technical Requirements for SCPs/Databases

7.4.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

7.4.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7, ISDN and X.25).

7.4.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

7.5 LNP Database. The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

7.6 CNAM Database Service

7.6.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides <<customer_short_name>> the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

7.6.2 <<customer_short_name>> shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) days prior to <<customer_short_name>>'s access to BellSouth's CNAM Database Services and shall be addressed to <<customer_short_name>>'s Local Contract Manager.

7.6.2.1 <<customer_short_name>>'s End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.

7.6.2.2 For each <<customer_short_name>> End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM database, or, subject to Section 7.6.2.1 above, to a third party calling

name database, to provide calling name information, if available, to <<customer_short_name>>'s End User. <<customer_short_name>> shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an <<customer_short_name>> End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, <<customer_short_name>> shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of <<customer_short_name>>'s End Users.

- 7.6.3 BellSouth currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, BellSouth shall bill <<customer_short_name>> at the applicable rates set forth in Exhibit A based on a surrogate of two hundred and fifty-six (256) database queries per month per <<customer_short_name>>'s End Users with the Caller ID feature.

7.7 SCE/SMS AIN Access

- 7.7.1 BellSouth's SCE/SMS AIN Access shall provide <<customer_short_name>> the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 7.7.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to <<customer_short_name>>. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.
- 7.7.3 BellSouth SCP shall partition and protect <<customer_short_name>> service logic and data from unauthorized access.
- 7.7.4 When <<customer_short_name>> selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable <<customer_short_name>> to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 7.7.5 <<customer_short_name>> access will be provided via remote data connection (e.g., dial-in, ISDN).
- 7.7.6 BellSouth shall allow <<customer_short_name>> to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

8 Automatic Location Identification/Data Management System

8.1 911 and E911 Databases

- 8.1.1 BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 8.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. <<customer_short_name>> will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 8.2.1 below.
- 8.2 Technical Requirements
- 8.2.1 BellSouth's 911 database vendor shall provide <<customer_short_name>> the capability of providing updates to the ALI/DMS database through a specified electronic interface. <<customer_short_name>> shall contact BellSouth's 911 database vendor directly to request interface. <<customer_short_name>> shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of <<customer_short_name>> and BellSouth shall not be liable for the transactions between <<customer_short_name>> and BellSouth's 911 database vendor.
- 8.2.2 It is <<customer_short_name>>'s responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.
- 8.2.3 <<customer_short_name>> shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site:
www.interconnection.bellsouth.com/guides.
- 8.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to <<customer_short_name>>, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for <<customer_short_name>> to assume responsibility for such records.
- 8.2.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to <<customer_short_name>> that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. <<customer_short_name>> shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to <<customer_short_name>>

within two (2) months following the date of the Stranded Unlock report provided by BellSouth. <<customer_short_name>> shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of <<customer_short_name>>'s records.

- 8.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
- 8.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
- 8.3.1.1 The database capability allows <<customer_short_name>> to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the <<customer_short_name>> PBX 911 End User station telephone number for the 911 call that is placed by the End User.
- 8.3.2 <<customer_short_name>> may order either the database capability or the transport component as desired or <<customer_short_name>> may order both components of the service.
- 8.3.3 911 PBX Locate Database Capability. <<customer_short_name>>'s End User or <<customer_short_name>>'s End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.
- 8.3.4 Ordering, provisioning, testing and maintenance shall be provided by <<customer_short_name>> pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 8.3.5 <<customer_short_name>>'s End User, or <<customer_short_name>>'s End User database management agent must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of <<customer_short_name>> to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. <<customer_short_name>> should not submit telephone number updates for specific PBX station telephone numbers that are submitted by <<customer_short_name>>'s End User, or <<customer_short_name>>'s End User DMA under the terms of 911 PBX Locate product.
- 8.3.5.1 <<customer_short_name>> must provision all PBX station numbers in the same LATA as the E911 tandem.
- 8.3.6 <<customer_short_name>> agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action,

or any liability whatsoever, whether suffered, made, instituted or asserted by <<customer_short_name>>'s End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by <<customer_short_name>> or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. <<customer_short_name>> is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to <<customer_short_name>>'s End User or DMA pursuant to these terms. Specifically, <<customer_short_name>>'s End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

- 8.3.7 <<customer_short_name>> may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for <<customer_short_name>>'s End Users' telephone numbers for which it has direct management authority.
- 8.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires <<customer_short_name>> to order a CAMA type dedicated trunk from <<customer_short_name>>'s End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 8.3.8.1 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the <<customer_short_name>>'s End User premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. <<customer_short_name>> is responsible for connectivity between the End User's PBX and <<customer_short_name>>'s switch or POP location. <<customer_short_name>> will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a <<customer_short_name>> purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). <<customer_short_name>> is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the

PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

8.3.9 Ordering and Provisioning. <<customer_short_name>> will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.

8.3.9.1 Testing and maintenance shall be provided by <<customer_short_name>> pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.

8.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by <<customer_short_name>> pursuant to the terms and conditions set forth in Attachment 3.

9 White Page Listings

9.1 BellSouth shall provide <<customer_short_name>> and its End Users access to white pages directory listings under the following terms:

9.1.1 Listings. <<customer_short_name>> shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include <<customer_short_name>> residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between <<customer_short_name>> and BellSouth End Users. <<customer_short_name>> shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

9.1.2 Unlisted/Non-Published End Users. <<customer_short_name>> will be required to provide to BellSouth the names, addresses and telephone numbers of all <<customer_short_name>> End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to wholesale discount.

9.1.3 Inclusion of <<customer_short_name>> End Users in Directory Assistance Database. BellSouth will include and maintain <<customer_short_name>> End User listings in BellSouth's Directory Assistance databases. <<customer_short_name>> shall provide such Directory Assistance listings to BellSouth at no charge.

9.1.4 Listing Information Confidentiality. BellSouth will afford <<customer_short_name>>'s directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

- 9.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.
- 9.1.6 Rates. So long as <<customer_short_name>> provides listing information to BellSouth as set forth in Section 9.1.1 above, BellSouth shall provide to <<customer_short_name>> one (1) basic White Pages directory listing per <<customer_short_name>> End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of an LSR submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.
- 9.2 Directories. BellSouth or its agent shall make available White Pages directories to <<customer_short_name>> End User at no charge or as specified in a separate agreement between <<customer_short_name>> and BellSouth's agent.
- 9.3 Procedures for submitting <<customer_short_name>> Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 9.3.1 <<customer_short_name>> authorizes BellSouth to release all <<customer_short_name>> SLI provided to BellSouth by <<customer_short_name>> to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), GSST. Such <<customer_short_name>> SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
- 9.3.2 No compensation shall be paid to <<customer_short_name>> for BellSouth's receipt of <<customer_short_name>> SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of <<customer_short_name>>'s SLI, or costs on an ongoing basis to administer the release of <<customer_short_name>> SLI, <<customer_short_name>> shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of <<customer_short_name>>'s SLI, <<customer_short_name>> will be notified. If <<customer_short_name>> does not wish to pay its proportionate share of these reasonable costs, <<customer_short_name>> may instruct BellSouth that it does not wish to release

its SLI to independent publishers, and <<customer_short_name>> shall amend this Agreement accordingly. <<customer_short_name>> will be liable for all costs incurred until the effective date of the agreement.

- 9.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by <<customer_short_name>> under this Agreement. <<customer_short_name>> shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate <<customer_short_name>> listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to <<customer_short_name>> any complaints received by BellSouth relating to the accuracy or quality of <<customer_short_name>> listings.

- 9.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

10. OSS

- 10.1 BellSouth has developed and made available electronic interfaces by which <<customer_short_name>> may submit LSRs electronically.
- 10.2 LSRs submitted by means of one of these electronic interfaces will incur an electronic service order charge. LSRs submitted by means other than one of these interactive interfaces (e.g., mail, fax, courier, etc.) will incur a manual order service charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). Electronic and manual service order charges are specified in Exhibit A.
- 10.3 BellSouth will bill the electronic or manual service order charge for Network Elements as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 10.4 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 10.5 Denial/Restoral OSS Charge. BellSouth shall bill electronic or manual service order charges for each account as defined in the BellSouth Local Ordering Handbook. In the event <<customer_short_name>> provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

- 10.6 Network Elements and Other Services Manual Additive. The Commissions in some states have ordered per element manual additive NRC for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A.

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2 Exh. A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEc		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.69	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCXS, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00	200.00								
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		14.94	37.92	17.62	23.56	5.32					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		21.39	37.92	17.62	23.56	5.32					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		26.72	37.92	17.62	23.56	5.32					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		14.94	37.92	17.62	23.56	5.32					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		21.39	37.92	17.62	23.56	5.32					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		26.72	37.92	17.62	23.56	5.32					
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.95	0.88								

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						</											

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93						
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.38	40.48								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.58	129.52	79.24	50.37	7.93						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.40	104.49	66.50	50.37	7.93						
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02	158.18	107.89	55.12	10.38						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38						
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48								
4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL, NTCDD1	USLXX	79.51	253.03	157.89	44.80	11.73						
		4-Wire DS1 Digital Loop - Zone 2		2	USL, NTCDD1	USLXX	136.00	253.03	157.89	44.80	11.73						
		4-Wire DS1 Digital Loop - Zone 3		3	USL, NTCDD1	USLXX	229.15	253.03	157.89	44.80	11.73						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL, NTCDD1	URES		21.91	3.15								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL, NTCDD1	URES		23.32	4.56								
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.30	43.13								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																	
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL, NTCUD	UDL19	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL, NTCUD	UDL19	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL, NTCUD	UDL19	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL, NTCUD	UDL56	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL, NTCUD	UDL56	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL, NTCUD	UDL56	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL, NTCUD	UDL64	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL, NTCUD	UDL64	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL, NTCUD	UDL64	34.74	126.66	89.12	59.35	14.61						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL, NTCUD	URES		21.91	3.15								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL, NTCUD	URES		23.32	4.56								

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch			UDL, NTCUD	UREWO		102.34	49.85								
		2-WIRE Unbundled COPPER LOOP															
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93						
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
		4-WIRE COPPER LOOP															
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38						
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, NTCVG, NTCUD, USL, NTCDD1, UEANL	OCOSL		18.13									
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.46	32.46								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.46	32.46								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.48	32.48								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		241.42	241.42								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.69	22.69								
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.84	177.84								
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.58	55.58								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.41	53.13	18.21	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.36	59.38	24.47	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.90	19.90								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.17	5.11								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.82	6.13								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.68	28.79								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		64.42	49.53								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92								
UNE OTHER, PROVISIONING ONLY - NO RATE																
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECN	0.00	0.00									
	Unbundled Contact Name, Provisioning Only - no rate			USL	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0167									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91					
	Wholesale to UNE Switch-As-Is Charge			U1TDX	UNCCC		5.61	5.61	7.00	7.00					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3415									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	77.14	89.47	81.99	16.39	14.48					
	Wholesale to UNE Switch-As-Is Charge			U1TD1	UNCCC		5.61	5.61	7.00	7.00					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	8.02									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	880.65	279.37	163.12	60.33	58.59					
	Wholesale to UNE Switch-As-Is Charge			U1TD3	UNCCC		5.61	5.61	7.00	7.00					
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	8.02									
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	880.55	279.37	163.12	60.33	58.59					
	Wholesale to UNE Switch-As-Is Charge			U1TS1	UNCCC		5.61	5.61	7.00	7.00					
UNBUNDLED DARK FIBER															
	Dark Fiber, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof - Interoffice Transport			UDF, UDFCX	1L5DF	36.41	640.51	138.17	317.76	198.11					
DARK FIBER															
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF, UDFCX	1L5DC	112.30									
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	112.30									
8XX ACCESS TEN DIGIT SCREENING															
	8XX Access Ten Digit Screening, Per Call					0.0006673									
	8XX Access Ten Digit Screening, w/ 8XX No. Delivery					0.0006673									
	8XX Access Ten Digit Screening, w/ POTS No. Delivery					0.0006673									
LINE INFORMATION DATA BASE ACCESS (LIDB)															
	LIDB Common Transport Per Query					0.0000246									
	LIDB Validation Per Query					0.0138158									
	LIDB Originating Point Code Establishment or Change			OQU	NRBPX		34.40		42.18						
CALLING NAME (CNAM) SERVICE															
	CNAM for DB Owners, Per Query					0.0010433									
	CNAM for Non DB Owners, Per Query					0.0010433									
LNP Query Service															
	LNP Charge Per query					0.0008837									
	LNP Service Establishment Manual						25.09	25.09	23.07	23.07					
	LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18					
SELECTIVE ROUTING															
	Selective Routing Per Unique Line Class Code Per Request Per Switch						84.89	84.89	14.14	14.14					
AIN SELECTIVE CARRIER ROUTING															
	Regional Service Establishment						101,324.34	101,324.34	8,609.85	8,609.85					
	End Office Establishment						175.66	175.66	1.70	1.70					
	Query NRC, per query					0.0035036									
AIN - BELL SOUTH AIN SMS ACCESS SERVICE															
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		39.53	39.53	40.78	40.78					
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		7.85	7.85	9.11	9.11					
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		7.85	7.85	9.11	9.11					
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		35.08	35.08	27.12	27.12					

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		41.98	41.98	11.74	11.74						
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0027										
		AIN SMS Access Service - Session, Per Minute					0.7121										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.8364										
SIGNALING (CCS7)																	
		CCS7 Signaling Usage, Per TCAP Message					0.0000692										
		CCS7 Signaling Usage, Per ISUP Message					0.0000173										
911 PBX LOCATE																	
		911 PBX LOCATE DATABASE CAPABILITY															
		Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00									
		Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.40									
		Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
		Change Company (Service Provider) ID			9PBDC	9PBPC		532.48									
		PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	181.29										
		Service Order Charge			9PBDC	9PBSC		15.69									
		911 PBX LOCATE TRANSPORT COMPONENT															
		See Att 3															
ENHANCED EXTENDED LINK (EELs)																	
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																	
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																	
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
		First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.27										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		1/0 Channelization System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC	5.61	5.61	7.00	7.00							
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.56	6.59	4.73	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh. A						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Wholesale to UNE, Switch-As-Is Charge						UNC1X	UNCCC	5.61	5.61	7.00	7.00					
EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																		
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1					1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61				
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2					2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61				
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3					3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month						UNC1X	1L5XX	0.27								
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month						UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48				
		1/0 Channel System in combination Per Month						UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81				
		OCU-DP COCI (data) per month (2.4-64kbs)						UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00				
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1					1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61				
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2					2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61				
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3					3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61				
		Additional OCU-DP COCI (data) - in combination per month (2.4-64kbs)						UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00				
		Wholesale to UNE, Switch-As-Is Charge						UNC1X	UNCCC	5.61	5.61	7.00	7.00					
EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																		
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1					1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61				
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2					2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61				
		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3					3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month						UNC1X	1L5XX	0.27								
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month						UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48				
		1/0 Channel System in combination Per Month						UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81				
		OCU-DP COCI (data) - in combination - per month (2.4-64kbs)						UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00				
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1					1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61				
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2					2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61				
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3					3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61				
		Additional OCU-DP COCI (data) - in combination - per month (2.4-64kbs)						UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00				
		Wholesale to UNE, Switch-As-Is Charge						UNC1X	UNCCC	5.61	5.61	7.00	7.00					
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																		
		4-Wire DS1 Digital Loop in Combination - Zone 1					1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73				
		4-Wire DS1 Digital Loop in Combination - Zone 2					2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73				
		4-Wire DS1 Digital Loop in Combination - Zone 3					3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month						UNC1X	1L5XX	0.27								
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month						UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48				
		Wholesale to UNE, Switch-As-Is Charge						UNC1X	UNCCC	5.61	5.61	7.00	7.00					
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																		
		First DS1Loop in Combination - Zone 1					1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73				
		First DS1Loop in Combination - Zone 2					2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73				
		First DS1Loop in Combination - Zone 3					3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73				
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month						UNC3X	1L5XX	6.42								

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59						
		3/1Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
		Additoinal DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Wholesale to UNE, Switch-As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2-WIRE VOICE GRADE INTEROFFICE TRANSPORT																	
		2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
		2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
		2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.0134										
		Interoffice Transport - 2-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV2	19.44	40.63	27.47	16.77	6.91						
		Wholesale to UNE, Switch-As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																	
		4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
		4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
		4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.0134										
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	17.03	40.63	27.47	16.77	6.91						
		Wholesale to UNE, Switch-As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																	
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.26										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77						
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.42										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59						
		Wholesale to UNE, Switch-As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																	
		STS-1 Local Lolo in combination - per mile per month			UNCSX	1L5ND	12.26										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	313.49	452.52	264.53	119.75	83.77						
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	6.42										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59						
		Wholesale to UNE, Switch-As-Is Charge			UNCSX	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT																	
		First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
		First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
		First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						
		Interoffice Transport - Dedicated - DS1 combination - per mile per month			UNC1X	1L5XX	0.27										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		1/0 Channel System in combination - per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh. A								
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
															</					

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																	
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Per each OCU-DP COCI (data) in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.27										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00						
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	2.56	6.59	4.73	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																	
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		3/1 Channel System in combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Per each DS1 COCI combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.27										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	8.64	6.59	4.73	0.00	0.00						
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73						
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73						
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73						
		Wholesale to UNE, Switch-As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																	
		First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
		First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
		First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0134										
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91						
		Wholesale to UNE, Switch-As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00						
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																	
		First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
		First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
		First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
		First 14-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0134										
		First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91						
		Wholesale to UNE, Switch-As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00						
ADDITIONAL NETWORK ELEMENTS																	
When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																	
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																	
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge																	
		Wholesale to UNE, Switch-As-Is Conversion Charge, 2/4-wire VG			UNCVX	UNCCC		5.61	5.61	7.00	7.00						
		Wholesale to UNE, Switch-As-Is Conversion Charge, 4-wire VG			UNCDX	UNCCC		5.61	5.61	7.00	7.00						
		Wholesale to UNE, Switch-As-Is Conversion Charge, DS1			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
		Wholesale to UNE, Switch-As-Is Conversion Charge, DS3			UNC3X	UNCCC		5.61	5.61	7.00	7.00						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Wholesale to UNE, Switch-As-Is Conversion Charge, STS-1			UNCSX	UNCCC		5.61	5.61	7.00	7.00						
		Optional Features & Functions:															
			I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.26	23.86	1.99	0.78						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.58	7.69	0.737	0.00						
		MULTIPLEXER Interfaces															
		DS1 to DS0 Channel System per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Wholesale to UNE, Switch-As-Is Conversion Charge, 1/0 Channel System			UNC1X	UNCCC		5.61	5.61	7.00	7.00						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.19	6.59	4.73								
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.19	6.59	4.73								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month for a Local Loop			UDN	UC1CA	2.56	6.59	4.73								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.56	6.59	4.73								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.56	6.59	4.73								
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.59	4.73								
		DS3 to DS1 Channel System per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90						
		Wholesale to UNE, Switch-As-Is Conversion Charge, 3/1 Channel System			UNC3X	UNCCC		5.61	5.61	7.00	7.00						
		STS-1 to DS1 Channel System per month			UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90						
		Wholesale to UNE, Switch-As-Is Conversion Charge, 3/1 Channel System			UNCSX	UNCCC		5.61	5.61	7.00	7.00						
		DS1 COCI used with Loop per month			USL	UC1D1	8.64	6.59	4.73								
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	8.64	6.59	4.73								
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	8.64	6.59	4.73								
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	8.64	6.59	4.73								
		Access to DCS - Customer Reconfiguration (FlexServ)															
		Customer Reconfiguration Establishment						1.48		1.85							
		DS1 DSC Termination with DS0 Switching					27.96	25.60	19.70	16.67	13.41						
		DS1 DSC Termination with DS1 Switching					12.67	18.51	12.61	12.24	8.98						
		DS3 DSC Termination with DS1 Switching					176.51	25.60	19.70	16.67	13.41						
		Service Rearrangements															
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCvx, UNCDX	URETD		269.90	47.10								
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCvx, UNCDX	URETB		1.28	1.28								
		Miscellaneous															
		NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.90	18.90								
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh. A						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The Exchange Switching Port Rates Reflected Here Apply to Embedded Base Switching Ports as of March 10, 2005 and Consist of the TELRIC Cost Based Rates Plus \$1.00 in Accordance with the TRRO.																	
	Exchange Ports																	
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																	
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																	
		Exchange Ports - 2-Wire Analog Line Port- Res.					UEPSR	UEPRL	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.					UEPSR	UEPRC	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.					UEPSR	UEPRO	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire VG unbundled SC extended local dialing parity Port with Caller ID - Res.					UEPSR	UEPAU	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire VG unbundled South Carolina Area Calling port with Caller ID - Res (LW8)					UEPSR	UEPAJ	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)					UEPSR	UEPAP	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire VG South Carolina Residence Dialing Plan without Caller ID					UEPSR	UEPWL	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire VG South Carolina Residence Area Calling Plan without Caller ID capability					UEPSR	UEPRS	2.65	2.38	2.28	1.42	1.33					
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability					UEPSR	UEPRT	2.65	2.38	2.28	1.42	1.33					
		Subsequent Activity					UEPSR	USASC	0.00	0.00	0.00							
	FEATURES																	
		All Available Vertical Features					UEPSR	UEPVF	3.04	0.00	0.00							
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																	
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus					UEPSB	UEPBL	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.					UEPSB	UEPBC	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.					UEPSB	UEPBO	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire VG unbundled SC extended local dialing parity Port with Caller ID - Bus.					UEPSB	UEPAZ	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus					UEPSB	UEPB1	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire VG unbundled South Carolina Bus Area Calling Port with Caller ID - Bus (LMB)					UEPSB	UEPAB	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire Voice South Carolina Business Dialing Plan without Caller ID					UEPSB	UEPWM	2.65	2.38	2.28	1.42	1.33					
		Exchange Ports - 2-Wire Voice South Carolina Business Area Calling Port without Caller ID					UEPSB	UEPBB	2.65	2.38	2.28	1.42	1.33					
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability					UEPSB	UEPBE	2.65	2.38	2.28	1.42	1.33					
		Subsequent Activity					UEPSB	USASC	0.00	0.00	0.00							
	FEATURES																	
		All Available Vertical Features					UEPSB	UEPVF	3.04	0.00	0.00							
		All Available Vertical Features							3.04	0.00	0.00							
	EXCHANGE PORT RATES (DID & PBX)																	
		2-Wire VG Unbundled 2-Way PBX Trunk - Res					UEPSE	UEPRD	2.65	31.34	14.88	13.97	0.90					
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus					UEPSP	UEPPC	2.65	31.34	14.88	13.97	0.90					
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus					UEPSP	UEPPO	2.65	31.34	14.88	13.97	0.90					
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus					UEPSP	UEPP1	2.65	31.34	14.88	13.97	0.90					
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus					UEPSP	UEPLD	2.65	31.34	14.88	13.97	0.90					
		2-Wire Voice Unbundled PBX LD Terminal Ports					UEPSP	UEPLD	2.65	31.34	14.88	13.97	0.90					
		2-Wire Vice Unbundled 2-Way PBX Usage Port					UEPSP	UEPXA	2.65	31.34	14.88	13.97	0.90					
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports					UEPSP	UEPXB	2.65	31.34	14.88	13.97	0.90					
		2-Wire Voice Unbundled PBX LD DDD Terminals Port					UEPSP	UEPXC	2.65	31.34	14.88	13.97	0.90					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port					UEPSP	UEPXD	2.65	31.34	14.88	13.97	0.90					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port					UEPSP	UEPXE	2.65	31.34	14.88	13.97	0.90					

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	2.65	31.34	14.88	13.97	0.90						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	2.65	31.34	14.88	13.97	0.90						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	2.65	31.34	14.88	13.97	0.90						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	2.65	31.34	14.88	13.97	0.90						
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPSP	UEPXT	2.65	31.34	14.88	13.97	0.90						
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
FEATURES																
	All Available Vertical Features			UEPSP UEPSE	UEPVF	3.04	0.00	0.00								
Local Switching Features offered with Port																
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
2-WIRE VOICE GRADE LINE PORT RATES (DID)																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	9.86	119.57	18.78	60.03	3.77						
2-WIRE VOICE GRADE LINE PORT RATES (ISDN-BRI)																
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	14.38	72.93	53.11	47.90	10.76						
	All Features Offered			UEPTX, UEPSX	UEPVF	3.04	0.00	0.00								
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	2.65	2.38	2.28	1.42	1.33						
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	2.65	2.38	2.28	1.42	1.33						
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	2.65	2.38	2.28	1.42	1.33						
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	2.65	2.38	2.28	1.42	1.33						
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		0.10	0.10								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		0.10	0.10								
UNBUNDLED REMOTE CALL FORWARDING - Bus																
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	2.65	2.38	2.28	1.42	1.33						
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	2.65	2.38	2.28	1.42	1.33						
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	2.65	2.38	2.28	1.42	1.33						
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	2.65	2.38	2.28	1.42	1.33						
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	2.65	2.38	2.28	1.42	1.33						
Non-Recurring																
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0.10	0.10								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.10	0.10								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.0010519										
	End Office Trunk Port - Shared, Per MOU					0.0002136										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.0001634										
	Tandem Trunk Port - Shared, Per MOU					0.0002863										
	Tandem Switching Function Per MOU (Melded)					0.00004951										
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000086749										
Melded Factor: 30.30% of the Tandem Rate																
Common Transport																

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A							
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Common Transport - Per Mile, Per MOU						0.0000045										
		Common Transport - Facilities Termination Per MOU						0.0004095										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																		
>Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																		
>The UNE-P Switching Port Rates Reflected in the Cost Based Section Apply to Embedded Base UNE-Ps as of March 10, 2005 and Consist of the TELRIC Cost Based Rates Plus \$1.00 in Accordance with the TRRO.																		
>Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																		
>End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																		
>The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																		
UNE Port/Loop Combination Rates																		
		2-Wire VG Loop/Port Combo - Zone 1						15.89										
		2-Wire VG Loop/Port Combo - Zone 2						22.52										
		2-Wire VG Loop/Port Combo - Zone 3						28.17										
UNE Loop Rates																		
		2-Wire Voice Grade Loop (SL1) - Zone 1				1	UEPRX	UEPLX	13.76									
		2-Wire Voice Grade Loop (SL1) - Zone 2				2	UEPRX	UEPLX	20.38									
		2-Wire Voice Grade Loop (SL1) - Zone 3				3	UEPRX	UEPLX	26.04									
2-Wire Voice Grade Line Port Rates (Res)																		
		2-Wire voice unbundled port - residence					UEPRX	UEPRL	2.13	40.30	19.90	24.98	6.65					
		2-Wire voice unbundled port with Caller ID - res					UEPRX	UEPRC	2.13	40.30	19.90	24.98	6.65					
		2-Wire voice unbundled port outgoing only - res					UEPRX	UEPRO	2.13	40.30	19.90	24.98	6.65					
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - res					UEPRX	UEPAU	2.13	40.30	19.90	24.98	6.65					
		2-Wire voice unbundled South Carolina Area Calling port with Caller ID - res (LW8)					UEPRX	UEPAJ	2.13	40.30	19.90	24.98	6.65					
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)					UEPRX	UEPAP	2.13	37.93	16.72							
		2-Wire Voice Unbundled South Carolina Residence Dialing Plan without Caller ID					UEPRX	UEPWL	2.13	40.30	19.90	24.98	6.65					
		2-Wire voice unbundled South Carolina Area Calling Port without Caller ID Capability					UEPRX	UEPRS	2.13	40.30	19.90	24.98	6.65					
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability					UEPRX	UEPRT	2.13	40.30	19.90	24.98	6.65					
FEATURES																		
		All Features Offered					UEPRX	UEPVF	3.04	0.00	0.00							
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is					UEPRX	USAC2		0.10	0.10							
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change					UEPRX	USACC		0.10	0.10							
		2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service					UEPRX	URECC		0.10								
ADDITIONAL NRCs																		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity					UEPRX	USAS2	0.00	0.00	0.00							
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise					UEPRX	URETL		8.33	0.83							
OFF/ON PREMISES EXTENSION CHANNELS																		
		2 Wire Analog Voice Grade Extension Loop - Non-Design				1	UEPRX	UEAEN	14.94	37.92	17.62	23.56	5.32					
		2 Wire Analog Voice Grade Extension Loop - Non-Design				2	UEPRX	UEAEN	21.39	37.92	17.62	23.56	5.32					
		2 Wire Analog Voice Grade Extension Loop - Non-Design				3	UEPRX	UEAEN	26.72	37.92	17.62	23.56	5.32					
		2 Wire Analog Voice Grade Extension Loop - Design				1	UEPRX	UEAED	16.68	105.98	68.43	53.05	10.61					
		2 Wire Analog Voice Grade Extension Loop - Design				2	UEPRX	UEAED	23.13	105.98	68.43	53.05	10.61					
		2 Wire Analog Voice Grade Extension Loop - Design				3	UEPRX	UEAED	28.46	105.98	68.43	53.05	10.61					
INTEROFFICE TRANSPORT																		
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination					UEPRX	U1TV2	24.30	40.63	27.47	16.77	6.91					
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile					UEPRX	U1TVM	0.0167	0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
						15.89											
						22.52											
						28.17											
	UNE Loop Rates																
						13.76											
						20.38											
						26.04											
	2-Wire Voice Grade Line Port (Bus)																
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
						2.13	40.30	19.90	24.98	6.65							
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UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	FEATURES															
	[All Features Offered			UEPRG	UEPVF	3.04	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		7.93	1.91								
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		7.93	1.91								
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.34	7.34								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel Voice grade, per termination		1	UEPRG	P2JHX	16.68	105.98	68.43	53.05	10.61						
	Local Channel Voice grade, per termination		2	UEPRG	P2JHX	23.13	105.98	68.43	53.05	10.61						
	Local Channel Voice grade, per termination		3	UEPRG	P2JHX	28.46	105.98	68.43	53.05	10.61						
	Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	17.74	131.88	62.06	90.70	13.42						
	Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	25.16	65.94	31.03	45.35	6.71						
	Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	29.58	65.94	31.03	45.35	6.71						
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0167	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1					15.89										
	2-Wire VG Loop/Port Combo - Zone 2					22.52										
	2-Wire VG Loop/Port Combo - Zone 3					28.17										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	26.04										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	2.13	69.26	32.50	37.53	6.22						
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	2.13	69.26	32.50	37.53	6.22						
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	2.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	2.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	2.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	2.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	2.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	2.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	2.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	2.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	2.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	2.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	2.13	69.26	32.50	37.53	6.22						
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPPX	UEPXT	2.13	69.26	32.50	37.53	6.22						
	FEATURES															
	[All Features Offered			UEPPX	UEPVF	3.04	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		7.93	1.91								
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		7.93	1.91								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.34	7.34								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83								
OFF/ON PREMISES EXTENSION CHANNELS																
	Local Channel Voice grade, per termination		1	UEPPX	P2JHX	16.68	105.98	68.43	53.05	10.61						
	Local Channel Voice grade, per termination		2	UEPPX	P2JHX	23.13	105.98	68.43	53.05	10.61						
	Local Channel Voice grade, per termination		3	UEPPX	P2JHX	28.46	105.98	68.43	53.05	10.61						
	Non-Wire Direct Serve Channel Voice Grade		1	UEPPX	SDD2X	17.74	131.88	62.06	90.70	13.42						
	Non-Wire Direct Serve Channel Voice Grade		2	UEPPX	SDD2X	25.16	65.94	31.03	45.35	6.71						
	Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	29.58	65.94	31.03	45.35	6.71						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.0167	0.00	0.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1					15.89										
	2-Wire VG Coin Port/Loop Combo – Zone 2					22.52										
	2-Wire VG Coin Port/Loop Combo – Zone 3					28.17										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	26.04										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (SC)			UEPCO	UEPSD	2.13	40.30	19.90	24.98	6.65						
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSA	2.13	40.30	19.90	24.98	6.65						
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSH	2.13	40.30	19.90	24.98	6.65						
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (SC)			UEPCO	UEPSC	2.13	40.30	19.90	24.98	6.65						
	2-Wire Coin 2-Way with Operator Screening and: 900 Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCC	2.13	40.30	19.90	24.98	6.65						
	2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT 3YV (SC)			UEPCO	UEPCE	2.13	40.30	19.90	24.98	6.65						
	2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT AP7 (SC)			UEPCO	UEPCF	2.13	40.30	19.90	24.98	6.65						
	2-Wire Coin Outward without Blocking and without Operator Screening (SC)			UEPCO	UEPSG	2.13	40.30	19.90	24.98	6.65						
	2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSF	2.13	40.30	19.90	24.98	6.65						
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSJ	2.13	40.30	19.90	24.98	6.65						
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCM	2.13	40.30	19.90	24.98	6.65						
	2-Wire Coin Out Operator Screen & Block: 900/976, 1+DDD, 011+, Local; Enhanced Calling OPT 3YW (SC)			UEPCO	UEPCP	2.13	40.30	19.90	24.98	6.65						
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	2.13	40.30	19.90	24.98	6.65						
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	2.13	40.30	19.90	24.98	6.65						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)				UEPCO	URECU	4.05	0.00	0.00	0.00	0.00						
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.10	0.10								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1					19.00										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2					25.45										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3					30.78										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	16.68										
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	23.13										
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	28.46										
	2-Wire Voice Grade Line Port Rates (Res)																
		2-Wire voice unbundled port - residence			UEPFR	UEPRL	2.32	108.36	70.71	1.42	1.33						
		2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	2.32	108.36	70.71	1.42	1.33						
		2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	2.32	108.36	70.71	1.42	1.33						
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - res			UEPFR	UEPAU	2.32	108.36	70.71	1.42	1.33						
		2-Wire voice unbundled South Carolina Area Calling port with Caller ID - res (LW8)			UEPFR	UEPAJ	2.32	108.36	70.71	1.42	1.33						
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	2.32	108.36	70.71	1.42	1.33						
		2-Wire Voice Unbundled South Carolina Residence Dialing Plan without Caller ID			UEPFR	UEPWL	2.32	108.36	70.71	1.42	1.33						
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	19.44	40.63	27.47	16.77	6.91						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0134										
	FEATURES																
		All Features Offered			UEPFR	UEPVF	3.04	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		8.50	1.87								
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		8.50	1.87								
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.24	1.10								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1					19.00										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2					25.45										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3					30.78										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	16.68										
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	23.13										
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	28.46										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	2.32	108.36	70.71	1.42	1.33						
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	2.32	108.36	70.71	1.42	1.33						
		2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	2.32	108.36	70.71	1.42	1.33						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPFB	UEPAZ	2.32	108.36	70.71	1.42	1.33					
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	2.32	108.36	70.71	1.42	1.33					
	2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPFB	UEPAB	2.32	108.36	70.71	1.42	1.33					
	2-Wire Voice Unbundled South Carolina Business Dialing Plan without Caller ID			UEPFB	UEPWM	2.32	108.36	70.71	1.42	1.33					
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	19.44	40.63	27.47	16.77	6.91					
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0134									
	FEATURES														
	All Features Offered			UEPFB	UEPVF	3.04	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		8.50	1.87							
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		8.50	1.87							
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.24	1.10							
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)														
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1					19.00									
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2					25.45									
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3					30.78									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	16.68									
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	23.13									
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	28.46									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	2.32	137.32	83.31	67.02	11.51					
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	2.32	137.32	83.31	67.02	11.51					
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	2.32	137.32	83.31	67.02	11.51					
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	2.32	137.32	83.31	67.02	11.51					
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	2.32	137.32	83.31	67.02	11.51					
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	2.32	137.32	83.31	67.02	11.51					
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	2.32	137.32	83.31	67.02	11.51					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	2.32	137.32	83.31	67.02	11.51					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	2.32	137.32	83.31	67.02	11.51					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	2.32	137.32	83.31	67.02	11.51					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	2.32	137.32	83.31	67.02	11.51					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	2.32	137.32	83.31	67.02	11.51					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	2.32	137.32	83.31	67.02	11.51					
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPFP	UEPXT	2.32	137.32	83.31	67.02	11.51					
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	19.44	40.63	27.47	16.77	6.91					
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0134									
	FEATURES														
	All Features Offered			UEPFP	UEPVF	3.04	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEFPF	USAC2		8.50	1.87							
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEFPF	USACC		8.50	1.87							
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEFPF	URETN		11.24	1.10							
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates															
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1					24.75									
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2					31.20									
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3					36.52									
	UNE Loop Rates															
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	16.68									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	23.13									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	28.46									
	UNE Port Rate															
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.06	225.55	87.21	113.08	14.38					
	NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.32	1.87							
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.32	1.87							
	ADDITIONAL NRCs															
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1	26.84									
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN	11.24	1.10								
	Telephone Number/Trunk Group Establishment Charges															
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00							
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00							
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00							
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00							
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00							
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00							
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1					31.86									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2					39.60									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3					45.23									
	UNE Loop Rates															
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	21.90									
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	29.64									
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	35.27									
	UNE Port Rate															
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPR	UEPPR	9.96	190.51	133.14	100.95	21.37					
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPB	9.96	190.51	133.14	100.95	21.37					
	NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	0.00	38.59	27.08							
	ADDITIONAL NRCs															
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB UEPPR	URETN	11.24	1.10								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB UEPPR	URETL	8.33	0.83								
	B-CHANNEL USER PROFILE ACCESS:															
		[CVS/CSD (DMS/5ESS)]			UEPPB UEPPR	U1UCA	0.00	0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		CVS (EWSD)				UEPPB	UEPPR	U1UCB	0.00	0.00	0.00							
		CSD				UEPPB	UEPPR	U1UCC	0.00	0.00	0.00							
		B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
		CVS/CSD (DMS/5ESS)				UEPPB	UEPPR	U1UCD	0.00	0.00	0.00							
		CVS (EWSD)				UEPPB	UEPPR	U1UCE	0.00	0.00	0.00							
		CSD				UEPPB	UEPPR	U1UCF	0.00	0.00	0.00							
		USER TERMINAL PROFILE																
		User Terminal Profile (EWSD only)				UEPPB	UEPPR	U1UMA	0.00	0.00	0.00							
		VERTICAL FEATURES																
		All Vertical Features - One per Channel B User Profile				UEPPB	UEPPR	UEPVF	3.04	0.00	0.00							
		INTEROFFICE CHANNEL MILEAGE																
		Interoffice Channel mileage each, including first mile and facilities termination				UEPPB	UEPPR	M1GNC	24.30	40.63	27.47	16.77	6.91					
		Interoffice Channel mileage each, additional mile				UEPPB	UEPPR	M1GNM	0.0167	0.00	0.00							
		UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
		UNE-P CENTREX - 5ESS (Valid in All States)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
		UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design							15.89									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design							22.52									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design							28.17									
		UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design							18.81									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design							25.26									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design							30.59									
		UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1		UEP95		UECS1	13.76									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2		UEP95		UECS1	20.38									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3		UEP95		UECS1	26.04									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1		UEP95		UECS2	16.68									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2		UEP95		UECS2	23.13									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3		UEP95		UECS2	28.46									
		UNE Port Rate																
		All States																
		2-Wire Voice Grade Port (Centrex) Basic Local Area				UEP95		UEPYA	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex 800 termination)				UEP95		UEPYB	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area				UEP95		UEPYH	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area				UEP95		UEPYM	2.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area				UEP95		UEPYZ	2.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area				UEP95		UEPY9	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area				UEP95		UEPY2	2.13	40.30	19.90	24.98	6.65					
		AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)				UEP95		UEPQA	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex 800 termination)				UEP95		UEPQB	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex with Caller ID)1				UEP95		UEPQH	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3				UEP95		UEPQM	2.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3				UEP95		UEPQZ	2.13	108.36	70.71	54.47	11.94					

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	2.13	40.30	19.90	24.98	6.65						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	2.13	40.30	19.90	24.98	6.65						
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.7996										
	Features															
	All Standard Features Offered, per port			UEP95	UEPVF	3.04										
	All Select Features Offered, per port			UEP95	UEPVS	0.00	406.42									
	All Centrex Control Features Offered, per port			UEP95	UEPVC	3.04										
	NARS															
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Outdial			UEP95	UARO X	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP95	CEND6	8.86	119.57	18.78	60.03	3.77						
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP95	M1HD1	73.62	202.47	95.90	72.75	2.47						
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.51									
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP95	M1GBC	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.0167										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.56										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.56										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.56										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.56										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.56										
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP95	1PQWQ	0.56										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.56										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		37.93	16.72								
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	668.70									
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	668.70									
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.89									
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.24	1.10								
	UNE-P CENTREX - DMS100 (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design					15.89										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					22.52										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design					28.17										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design					18.81										

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					25.26									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design					30.59									
		UNE Loop Rate														
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	13.76									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	20.38									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	26.04									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.68									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	23.13									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.46									
		UNE Port Rate														
		ALL STATES														
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	2.13	40.30	19.90	24.98	6.65					
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	2.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	2.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	2.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	2.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	2.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	2.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	2.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	2.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	2.13	108.36	70.71	54.47	11.94					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	2.13	108.36	70.71	54.47	11.94					

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh. A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPYZ	2.13	108.36	70.71	54.47	11.94						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	2.13	40.30	19.90	24.98	6.65						
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex / EBS-PSET)4			UEP9D	UEPQC	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex / EBS-M5009)4			UEP9D	UEPQD	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex / EBS-M5209)4			UEP9D	UEPQE	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex / EBS-M5112)4			UEP9D	UEPQF	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex / EBS-M5312)4			UEP9D	UEPQG	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex / EBS-M5008)4			UEP9D	UEPQT	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex / EBS-M5208)4			UEP9D	UEPQU	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex / EBS-M5216)4			UEP9D	UEPQV	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex / EBS-M5316)4			UEP9D	UEPQ3	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPQW	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPQJ	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPQM	2.13	108.36	70.71	54.47	11.94						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPQO	2.13	108.36	70.71	54.47	11.94						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPQP	2.13	108.36	70.71	54.47	11.94						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPQQ	2.13	108.36	70.71	54.47	11.94						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPQR	2.13	108.36	70.71	54.47	11.94						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4			UEP9D	UEPQS	2.13	108.36	70.71	54.47	11.94						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPQ4	2.13	108.36	70.71	54.47	11.94						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPQ5	2.13	108.36	70.71	54.47	11.94						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPQ6	2.13	108.36	70.71	54.47	11.94						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPQ7	2.13	108.36	70.71	54.47	11.94						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPQZ	2.13	108.36	70.71	54.47	11.94						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	2.13	40.30	19.90	24.98	6.65						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	2.13	40.30	19.90	24.98	6.65						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7996										
	Features																
		All Standard Features Offered, per port			UEP9D	UEPVF	3.04										
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	406.42									
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	3.04										
	NARS																
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP9D	UAROY	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP9D	CEND6	8.86	119.57	18.78	60.03	3.77						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Digital (1.544 Megabits)														
	DS1 Circuit Terminations, each			UEP9D	M1HD1	73.62	202.47	95.90	72.75	2.47					
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	14.51								
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	24.30	40.63	27.47	16.77	6.91					
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.0167									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.56									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.56									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.56									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.56									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.56									
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.56									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.56									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		37.93	16.72							
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	668.70								
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	668.70								
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.89								
	Additional Non-Recurring Charges (NRC)														
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83							
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.24	1.10							
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
Note 2 - Requires Interoffice Channel Mileage															
Note 3 - Installation is combination of Installation charge for SL2 Loop and Port															
Note 4 - Requires Specific Customer Premises Equipment															
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

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